

*Simla, the 12th September 1867.*

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill for repealing certain enactments which have ceased to be in force or have become unnecessary.*

WHEREAS it is expedient that certain enactments

(mentioned in the schedule to this Act) which have ceased to be in force otherwise than by express and specific repeal, or have by lapse of time and change of circumstances become unnecessary, or which merely repeal prior enactments, should be expressly and specifically repealed; It is hereby enacted as follows:—

1. The enactments mentioned in the schedule to this Act are hereby repealed to the extent specified in the third column of the same schedule:

Enactments in  
schedule repealed.

Provided that the repeal by this Act of any enactment shall not affect any Act or Regulation in which such enactment has been applied, incorporated or referred to:

And this Act shall not affect the validity or invalidity of anything already done or suffered, or any right or title already acquired, or accrued, or any remedy or proceeding in respect thereof, or the proof of any past act or thing:

Nor shall this Act affect any principle or rule of law, or established jurisdiction, form or course of pleading, practice or procedure, or existing usage, custom, privilege, restriction, exemption, office or appointment, notwithstanding that the same respectively may have been in any manner affirmed, recognized, or derived by, in or from, any enactment hereby repealed:

Nor shall this Act provide or restore any jurisdiction, office, usage, custom, privilege, restriction, exemption, usage or practice not now existing, or in force:

Nor shall this Act affect any duties leviable on salt or opium.

2. This Act may be cited as "The Repealing Act, 1867."

#### SCHEDULE.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
I of 1834	Governor General ... ..	The whole.
I of 1835	Governor of Madras ... ..	The whole.
III of 1835.	Revenue ... ..	The whole.
VII of 1835.	Sessions Judge ... ..	The whole.

#### SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XII of 1835.	Sunnuds ... ..	The whole.
XVI of 1835.	Indigo contracts ... ..	The whole.
III of 1836.	Cattle-duty (Salsette) ... ..	The whole.
IV of 1836.	Insolvent-debtors ... ..	The whole.
V of 1836	Executions ... ..	The whole.
VII of 1836.	Municipal taxes (Bombay) ... ..	The whole.
X of 1836	Indigo contracts ... ..	Section 5.
XI of 1836	Repeal of 53 Geo. 3 c. 105 sec. 107. Exemption from Jurisdiction.	The whole.
XIII of 1836.	Sicca Rupees ... ..	The whole.
XVI of 1836.	Commissioner's Vakeel (Madras)...	The whole.
XVII of 1836.	Begum Sumroo ... ..	The whole.
XIX of 1836.	Bank of Bengal ... ..	The whole.
I of 1837	Justices of the Peace (Calcutta)	The whole.
IX of 1837	Parsees' Landed Property ... ..	The whole.
XI of 1837	Bombay Regulation I, 1820 ... ..	The whole.
XIII of 1837.	Courts Martial (Bombay) ... ..	The whole.
XIV of 1837.	Foreign bottoms ... ..	The whole.
XIX of 1837.	Evidence ... ..	The whole.
XXVI of 1837.	Governor General ... ..	The whole.
XXVIII of 1837.	Stamp Officer (Bengal) ... ..	The whole.
XXIX of 1837.	Persian language (Bengal) ... ..	The whole.
XXXVIII of 1837.	Local Agents (Bengal) ... ..	The whole.
IV of 1838	Perjury (Bombay) ... ..	The whole.
XV of 1838	Bombay Regulation XII, 1827, Section 35, Clause 1.	The whole.
XXV of 1838.	Wills ... ..	The whole Act, except as to Wills made before 1st January 1866.
XXIX of 1839.	An Act for the amendment of the Law relating to Dower.	The whole Act, except as to marriages contracted before 1st January 1866.

SCHEDULE,—*continued.*

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXX of 1839.	An Act for the amendment of the Law of Inheritance.	The whole Act, except as to intestacies occurring before 1st January 1866.
VII of 1840	An Act for authorizing the appointment of uncovenanted servants to the offices of Deputy Register and Assistant Register to the Sudder Courts of the Presidency of Fort William in Bengal.	The whole.
XX of 1840	An Act for declaring the law touching the liability of auction purchasers of permanently assessed estates under Section 21, Regulation XI. of the Bengal Code.	The whole.
XXI of 1840.	An Act concerning suits instituted under the provisions of Regulation XLIX. of 1793 prior to and pending at the date of the enactment of Act IV. of 1840.	The whole.
V of 1841	An Act for the greater uniformity of the process upon trial for State offences, and the amendment of such process in certain cases.	So much of Sections 2 and 4 as refers to Law Officers.
XV of 1841	An Act for exempting residents within Calcutta from giving security in suits in the Mofussil Courts on certain occasions.	The whole.
XXIV of 1841.	An Act for the greater uniformity of the law administered by Her Majesty's Supreme Courts with that administered in England in regard to the undisposed residue of the effects of testators; illusory appointment; the transfer of estates by persons under disabilities pursuant to the direction of Courts, and the better management of the property of such persons, and other like matters.	The whole Act, except so far as it relates to illusory appointments and infants, and except Section 5.
II of 1842	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
VII of 1842.	An Act for repealing certain provisions of the Bengal Code regarding translations.	The whole.
VIII of 1843.	An Act for disposing of the original suits and appeals depending before the Provincial Courts of Appeal in the Presidency of Fort St. George, the abolition of which is authorized by Act No. VII. of 1843.	The whole.
XX of 1843	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.

SCHEDULE,—*continued.*

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXII of 1843.	An Act for amending the law relating to the jurisdiction of the Dewanny Adawlut of the Zillah of the 24-Pergunnahs.	The whole.
XXIII of 1843.	An Act for amending the law relating to the jurisdiction of the Zillah Courts in the Provinces ceded by the Nawab Vizier and in some other places.	The whole.
I of 1844	An Act for securing certain immunities and privileges to His Highness the Nabob of the Carnatic, his family, and retinue.	The whole.
IV of 1844	An Act for repealing Regulation IX of 1808 of the Bengal Code.	The whole.
VII of 1844	An Act for improving the law of evidence.	The whole.
XII of 1844	An Act for better securing the observance of an exact discipline in the Indian Navy.	The whole.
XIII of 1844.	An Act for making Trisoolce Pyce no longer a legal tender within the Province of Benares, and for their withdrawal from circulation.	The whole.
XIX of 1844.	An Act for abolishing Town Duties and Mookuts and all taxes upon trades and professions within the Presidency of Bombay.	The whole.
XII of 1845	An Act for authorizing the employment of the Uncovenanted Assistant Registrar of the Sudder Dewany and Sudder Foudaree Adawlut of Bombay on the duties of registration.	The whole.
XIII of 1845.	An Act for extending the power of the Supreme Court of Judicature at Bombay in regard to the admission and enrolment of persons to act as attorneys of the said Court.	The whole.
XXII of 1845.	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
XXIII of 1845.	An Act to enable "the Union Bank of Calcutta" to sue and be sued in the name of the Secretary or of the Treasurer of the said Company.	The whole.
V of 1846	An Act for placing the Police of Surat under a Magistrate.	The whole.
XII of 1847	An Act for repealing the law which authorizes the imposition of fines on Moonsiffs and Sudder Amceus.	The whole.
XIV of 1847.	An Act for repealing parts of Section III., Regulation IV., 1793, and Section III., Regulation III., 1803, of the Bengal Code.	The whole.
XV of 1847	An Act for the survey of land in the town of Calcutta within the local limits of the jurisdiction of Her Majesty's Supreme Court of judicature.	The whole.



SCHEDULE,—continued.			SCHEDULE,—continued.		
No. of Act.	Subject or Title of Act.	Extent of Repeal.	No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXIII of 1847.	An Act for the amendment of Act No. XXXI of 1838.	The whole.	XXXIX of 1850.	To continue the Commissioners for the Improvement of the Town of Calcutta, pending the consideration of an Act to amend Act XVI, 1847.	The whole.
VI of 1848	An Act for equalizing the duties on goods imported and exported on Foreign and British bottoms, and for abolishing duties on goods carried from port to port in the territories subject to the Government of the East India Company.	The whole.	II of 1851	To amend Regulation XIII, 1810, of the Bengal Code, for the trial of appeals.	The whole.
XII of 1848	An Act for better defining the jurisdiction of the Calcutta Court of Commissioners for the recovery of small debts.	The whole.	V of 1851	For relief of certain sufferers by the insolvency of Sir Thomas Turton, Baronet.	The whole.
XIII of 1848.	For limiting the time within which a suit may be brought to contest the awards of the Revenue Authorities in the Presidency of Bengal.	The whole.	XIII of 1851.	An Act to amend Act V. of 1851.	The whole.
XVIII of 1848.	An Act for the administration of the Estate of the late Nawab of Surat, and to continue privileges to his family.	The whole Act, except as to such of the persons (if any) mentioned in the Schedule thereto as are yet alive.	IX of 1852	An Act to repeal Regulation I of the Bengal Code.	The whole.
XXIV of 1848.	An Act providing for the exercising certain powers by the Governor General during his absence from the Council of India.	The whole.	XXII of 1852.	To avoid doubts as to the validity of certain decisions in summary suits for arrears of rent and of certain sales of Putnee Talooks and other saleable tenures.	The whole.
XXV of 1848.	An Act for restoration of the Jagheer of Bungenapilly.	The whole.	XXXI of 1852.	An Act to repeal Clause 17, Section XVI, Regulation XX 1817, of the Bengal Code.	The whole.
XXVII of 1848.	An Act to amend the Act XII of 1844.	The whole.	IV of 1853	An Act for the abolition of the Government monopoly of tobacco in the Provinces of Coimbatore, Malabar, and Canara.	The whole.
II of 1849	To abolish the practice of branding and exposing convicts.	The whole.	IX of 1853	An Act to amend Act No. VI, 1853.	The whole.
III of 1849	An Act to confirm an agreement between certain shareholders and creditors of the Union Bank of Calcutta.	The whole.	XIV of 1853.	An Act for regulating the collection and distribution of the effects of Officers, Seamen and others dying in the Marine service of the East India Company, called the Indian Navy.	The whole.
V of 1849	An Act for better defining the duties of Customs and Excise.	The whole.	XXI of 1853.	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
XII of 1849	For improving the jurisdiction of the Sudder Adawlut of Bombay, and for amending Section 36, Regulation II, 1827, of the Bombay Code.	The whole.	II of 1854	An Act to abolish the office of Assessor to the Court of Bombay.	The whole.
XV of 1849	An Act to amend the law respecting the stamped material in use in the Presidency of Bombay.	The whole.	XV of 1854	An Act to facilitate the proceedings of the Commissioners appointed to inquire into certain matters connected with the position of Sir James Brooke, Her Majesty's Commissioner and Consul General in Borneo.	The whole.
XXII of 1850.	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.	XIX of 1854.	An Act for removing the prohibition against the importation of foreign sugar.	The whole.
XXX of 1850.	An Act to remove doubts on the construction of Act I, 1846, and Act IV 1850.	So much as is not repealed.	XXII of 1854.	An Act to repeal certain parts of the 53 George III, Cap. 155, of Section II. Regulation XV of the Bengal Code, and of Regulation IV of 1809 of the Madras Code.	The whole.
XXXII of 1850.	An Act to repeal Act XV of 1836.	The whole.	XXIX of 1854.	An Act to prohibit the exportation of saltpetre to certain ports in Europe.	The whole.
			XXXII of 1854.	An Act to facilitate enquiries respecting the alleged use of torture in the Presidency of Fort St. George.	The whole.

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
I of 1855	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
III of 1855	An Act for the better prevention of desertion from the Indian Navy.	The whole.
VII of 1855.	An Act to amend the law of arrest on mesne process in Civil actions in Her Majesty's Courts of Judicature, and to provide for the subsistence of prisoners confined under Civil process of any of the said Courts.	The whole.
XXIII of 1855.	An Act to amend the law relating to the administration of the estates of deceased persons charged with money by way of mortgage.	The whole Act, except as to descents or devises occurring or made before the 1st January 1866.
XXX of 1855.	An Act to repeal Section 7 of Act No. XXVIII of 1839.	The whole
XXXIII of 1855.	An Act to prohibit the exportation of saltpetre, except in British vessels bound to the ports of London or Liverpool.	The whole.
XXXV of 1855.	An Act to abolish the levy of Customs Duty on the import of cotton into the North-Western Provinces of the Presidency of Bengal.	The whole.
XXXVIII of 1855.	An Act to provide for the trial and punishment of rebellion and other offences committed within certain districts in which Martial Law has lately been proclaimed.	The whole.
VII of 1856.	An Act to enable the Bombay Government to provide for a due supply of water for public use in the Islands of Bombay and Colaba.	The whole.
VIII of 1856.	An Act for the better control of the gaols within the Presidencies of Fort St. George and Bombay.	Section 1.
XVI of 1856.	An Act to authorize the levy of port dues and fees at the present rates for a further period of twelve months.	The whole.
XXIV of 1856.	An Act to provide for the dissolution of the Bengal Mariners' and General Widows' Fund Society and the distribution of the funds belonging thereto.	The whole.
I of 1857	An Act to prevent the over-crowding of vessels carrying Native passengers in the Bay of Bengal.	The whole.
IX of 1857	An Act to repeal Act VI of 1856.	The whole.
XIV of 1857.	An Act to make further provision for the trial and punishment of certain offences relating to the army, and of offences against the State.	The whole.

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XV of 1857	An Act to regulate the establishment of Printing Presses, and to restrain in certain cases the circulation of printed books and newspapers.	The whole.
XVI of 1857.	An Act to make temporary provision for the trial and punishment of heinous offences in certain districts.	The whole.
XVII of 1857.	An Act to provide temporarily for the apprehension and trial of Native officers and soldiers for mutiny and desertion.	The whole.
XVIII of 1857.	An Act relating to the issuing of writs or process against certain members of the family household, and retinue of His late Highness the Nabob of the Carnatic.	The whole.
XXIV of 1857.	An Act to authorize the levy of port dues and fees at the present rates for a further period of six months.	The whole.
XXVIII of 1857.	An Act relating to the importation, manufacture, and sale of arms and ammunition, and for regulating the right to keep or use the same.	The whole.
XXXIII of 1857.	An Act to make further provision relating to foreigners.	The whole.
IV of 1858	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
VI of 1858	An Act to authorize the impressment of artisans and laborers for the erection of buildings for the European troops in India, and for works urgently required for military purposes.	The whole.
X of 1858	An Act to authorize the confiscation of villages, the imposition of fines and the forfeiture of certain offices in cases of rebellion and other crimes committed by inhabitants of villages, or by members of tribes; and also to provide for the punishment of proprietors of land who neglect to assist in the suppression of rebellion, or in the apprehension of rebels, mutineers, or deserters.	The whole.
XI of 1858	An Act to authorize the infliction of corporal punishment in certain cases.	The whole.
XIII of 1858.	An Act for the punishment of persons who unlawfully possess or conceal arms or other property belonging to Her Majesty or the East India Company.	The whole.
XVII of 1858.	An Act to repeal the laws relating to the levy of light dues at ports within the limits of the Gulf of Cambay.	The whole.
XIX of 1858.	An Act to provide for the authentication of stamped paper issued from the Stamp Office in Calcutta.	The whole Act, except Sections 1, 2 and 8.



SCHEDULE,—continued.			SCHEDULE,—continued.		
No. of Act.	Subject or Title of Act.	Extent of Repeal.	No. of Act.	Subject or Title of Act.	Extent of Repeal.
XX of 1858	An Act to facilitate the recovery of land and other real property, of which possession may have been wrongfully taken during the recent disturbances in the North-Western Provinces of the Presidency of Bengal.	The whole.	IX of 1859	An Act to provide for the adjudication of claims to property seized as forfeited.	The whole.
XXII of 1858.	An Act to continue in force for a further period Acts XIV of 1857, XVI of 1857, and XVII of 1859, and to authorize in certain cases the transport of offenders sentenced to imprisonment.	The whole.	XIX of 1859.	An Act to continue in force until the end of the year 1859 Act XXVIII of 1857 relating to the importation, manufacture, and sale of arms and ammunition, and for regulating the right to keep or use the same.	The whole.
XXIV of 1858.	An Act to continue for six months the privileges granted by Act I of 1844 to certain members of the family household and retinue of His late Highness the Nabob of the Carnatic.	The whole.	XX of 1859	An Act for the suppression of outrages in the District of Malabar in the Presidency of Fort St. George.	The whole.
XXVI of 1858.	An Act to make further provision for the trial and punishment of offences against the State.	The whole.	XXI of 1859.	An Act for providing for the exercise of certain powers by the Governor General during his absence from his Council.	The whole.
XXVII of 1858.	An Act to continue in force for a further period of six months Act IV of 1858 for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.	XXIII of 1859.	An Act to alter the rates of duty imported or exported by land from certain foreign territories into or from the Presidencies of Madras and Bombay respectively.	The whole.
XXIX of 1858.	An Act for the relief of persons who in consequence of the recent disturbances have been prevented from instituting or prosecuting suits or appeals in the Civil Courts of the North-Western Provinces within the time allowed by Law.	The whole.	XXVI of 1859.	An Act to continue in force for a further period Act XXVIII of 1857.	The whole.
XXX of 1858.	An Act to provide for the administration of the estate and for the payment of the debts of the late of Nawab of the Carnatic.	The whole.	XXVII of 1859.	An Act to continue in force for a further period Acts XIV of 1857, XVI of 1857, and XVII of 1857.	The whole.
XXXII of 1858.	An Act for bringing the fort of Tanjore and the adjacent territory under the laws of the Presidency of Fort St. George.	Sections 2, 3, 4, 5, 6, 7, 8.	XXVIII of 1859.	An Act to revive and continue in force for a further period Act XXXIII of 1857 (to make further provision relating to foreigners).	The whole.
XXXIII of 1858.	An Act to amend Act XII of 1844 (for better securing the observance of an exact discipline in the Indian Navy).	The whole.	X of 1860	An Act to amend Act VII of 1859 (to alter the duties of customs on goods imported or exported by sea).	The whole.
XXXVIII of 1858.	An Act to repeal Regulation V, 1832, of the Bengal Code and to make certain provisions rendered necessary by the transfer of the Delhi territory to the administration of the Chief Commissioner of the Punjab.	The whole.	XI of 1860	An Act to enforce the fulfilment of indigo contracts and to provide for the appointment of a Committee of enquiry.	The whole.
XLI of 1858.	An Act to amend Regulation X, 1829, of the Bengal Code for the collection of stamp duties.	The whole.	XIII of 1860.	An Act to repeal certain laws relating to the jurisdiction of the Zillah Court of Furruckabad.	The whole.
II of 1859	An Act to amend Act XXX of 1858 (to provide for the administration of the estate and for the payment of the debts of late Nawab of the Carnatic).	The whole.	XVI of 1860.	An Act to amend Act XIV of 1856.	The whole Act, so far as regards Calcutta, Madras, and Bombay.
IV of 1859	An Act to make further provision for the removal of prisoners.	The whole.	XVIII of 1860.	An Act to continue in force for a further period of three months Act XXI of 1859 for providing for the exercise of certain powers by the Governor General during his absence.	The whole.
			XXIV of 1860.	An Act for the solemnization of marriages in India by ordained Ministers of the Church of Scotland.	The whole.
			XXIX of 1860.	An Act to continue in force Act XXVIII of 1837.	The whole.

SCHEDULE,—continued.			SCHEDULE,—continued.		
No. of Act.	Subject or Title of Act.	Extent of Repeal.	No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXXII of 1860.	An Act for imposing duties on profits arising from property, professions, trades, and offices.	The whole.	XII of 1862.	An Act to repeal Act II of 1835 so far as it relates to the Provinces of Arracan and Tennasserim.	The whole.
XXXIV of 1860.	An Act to indemnify Officers of Government and other persons in respect of fines and contributions levied and acts done by them during the late disturbances.	The whole.	XIV of 1862.	An Act to amend Act XIV of 1859 (to provide for the limitation of suits).	The whole.
XXXVII of 1860.	An Act to repeal Act XVI of 1859.	The whole.	XVI of 1862.	An Act to limit in certain cases the amount of assessment to the duties chargeable after the 31st day of July 1862 under Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices) and Act XXXIX of 1860 (to amend Act XXXII of 1860) and otherwise to modify the said Acts.	The whole.
XXXVIII of 1860.	An Act to explain Act XXX of 1858 (to provide for the administration of the estate and for the payment of the debts of the late Nawab of the Carnatic).	The whole.	XVII of 1862.	An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure.	The whole Act, except Sections 3, 4, 5 and 6.
XXXIX of 1860.	An Act to amend Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices).	The whole.	XXI of 1862.	An Act to provide for the dissolution of the Subordinate Medical Officers' Widows' and Orphans' Fund, and the distribution of the Funds belonging thereto.	The whole.
XLIV of 1860.	An Act for providing for the exercise of certain powers by the Governor General during his absence from his Council.	The whole.	XXIII of 1862.	An Act to amend Act XI of 1862 (to amend the duties of customs on goods imported and exported by sea).	The whole.
XI of 1861.	An Act to amend Act XIV of 1859 (to provide for the limitation of suits).	The whole.	XXIV of 1862.	An Act to continue in force Act XX of 1862 (to provide for the levy of fees and stamp duties in the High Court of Judicature at Fort William in Bengal, and to suspend the operation of certain sections of Act VIII of 1859 in the said High Court).	The whole Act, except Section 2.
XIII of 1861.	An Act to regulate temporarily the procedure of the Police enrolled under Act V of 1861 (for the Regulation of Police).	The whole.	VI of 1863.	An Act to consolidate and amend the laws relating to the administration of the Department of Sea Customs in India.	Section 2.
XXI of 1861.	An Act for limiting in certain cases for the year commencing from the 31st day of July 1861 the amount of assessment to the duties chargeable under Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices) and Act XXXIX of 1860 (to amend Act XXXII of 1860).	The whole.	XVIII of 1863.	An Act to make provision for the speedy and efficient disposal of the business now pending in the Office of the Master of the High Court of Judicature at Fort William in Bengal, and to provide for the abolition of the oaths now administered to Hindoos and Mahomedans on the said Court, and to amend the Code of Civil Procedure in respect of process issued out of the said Court in the exercise of its original civil jurisdiction.	Sections 1, 2, 3, 4.
XXX of 1861.	An Act to enable the Bengal Military Orphan Asylum to register under Act XXI of 1860 (for the Regulation of Literary Scientific and Charitable Societies).	The whole.	XXVI of 1863.	An Act to amend Act XI of 1862 (to amend Act X of 1860, to amend Act VII of 1859, to alter the duties of customs on goods imported or exported by sea).	The whole.
XXXII of 1861.	An Act to postpone the operation of a portion of Clause 8, Section 1 of Act XIV of 1859 (to provide for the limitation of suits).	The whole.	XXVII of 1863.	An Act to further amend Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices), and to amend Act XXXIX of 1860 (to amend Act XXXII of 1860), and Act XVI of 1862 (to limit in certain cases the amount of assessment to the duties chargeable after the 31st day of July 1862 under Act XXXII of 1860 and Act XXXIX of 1860, and otherwise to modify the said Acts).	The whole.
I of 1862.	An Act to revive and continue in force for a further period Act XXXIII of 1857 (to make further provision relating to foreigners).	The whole.			
II of 1862.	An Act to repeal Act XVIII of 1861 (for imposing a duty on arts, trades, and professions).	The whole.			
IX of 1862.	An Act for constituting the Secretaries and other Officers of the Banks of Bengal, Madras, and Bombay respectively ex-officio Assessors of certain of the duties payable under Act XXXII of 1860 (for imposing duties on profits arising from property, trades, and professions).	The whole.			

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXX of 1863.	An Act to provide for the appointment of Commissioners to enquire into certain claims against the late Native Government of Oudh.	The whole.
IV of 1864	An Act to give validity to certain proceedings of the Court of Small Causes at Kurrachee.	The whole.
V of 1864	An Act to give validity to the extension of the Code of Civil Procedure to the Province of Sind from the first day of January 1862.	The whole.
IX of 1864	An Act to repeal Act VIII. of 1861 (for the levy of Port dues in the Port of Amherst).	The whole.
XI of 1864	An Act to repeal the Laws relating to the offices of Hindoo and Mahomedan Law Officers, and to the offices of Cazeer-oal Cozaat and of Cazeer; and to abolish the former offices.	The whole.
XIV of 1864.	An Act to give validity to certain acts and proceedings of the Joint Judge of the Konkan.	The whole.
XXIII of 1864.	An Act to amend the law relating to the Customs duties on goods imported by sea.	The whole.
XXIV of 1865.	An Act to give effect to certain Warrants of Attorney and Cognovits.	The whole Act, except Section 5.
XXV of 1865.	An Act to amend the Law relating to the duties of customs on goods imported and exported by sea.	The whole.
XXVIII of 1865.	An Act to provide for the more speedy liquidation of insolvent traders' estates in Bombay.	The whole.
XVIII of 1866.	An Act to alter the customs duty on the export of saltpetre.	The whole.

No. of Regulation.	Title of Regulation.	Extent of Repeal.
III of 1793	<b>BENGAL.</b> For extending and defining the jurisdiction of the Courts of Dewanny Adawlut, or Courts of Judicature for the trial of civil suits in the first instance, established in the several Zillas, and in the cities of Patna, Dacca, and Moorshedabad.	Section 14.
IV of 1793	For receiving, trying, and deciding suits or complaints declared cognizable in the Courts of Dewanny Adawlut established in the several Zillas, and in the cities of Patna, Dacca, and Moorshedabad.	Sections 14 and 20.
VI of 1793	For extending and defining the powers and duties of the Court of Sudder Dewanny Adawlut, and prescribing Rules for receiving and deciding upon appeals from the decisions of the Provincial Courts of Appeal.	Sections 13 and 14.

## SCHEDULE,—continued.

No. of Regulation.	Title of Regulation.	Extent of Repeal.
X of 1795	For empowering the Sudder Dewanny Adawlut to receive and decide upon appeals from decisions of the Provincial Court of Appeal established in the Province of Benares; and for defining the jurisdiction, powers, and authorities of the Sudder Dewanny Adawlut in that Province.	Sections 1 and 4.
II of 1798	For authorizing a Review of Causes decided by the Civil Courts in certain cases; and for explaining parts of Regulations IV, V, and VI, 1793.	So much as is not repealed.
II of 1801	For the more speedy and effectual administration of justice in the Courts of Sudder Dewanny and Nizamut Adawlut.	Sections 1, 2, 5, and 6, so far as they relate to the Sadr Diwani Adalat.
XII of 1811	For augmenting the number of Judges of the Courts of Sudder Dewanny Adawlut, according as may from time to time appear necessary for the despatch of the business of those Courts.	So far as it relates to the Sadr Diwani Adalat.
XXV of 1814.	For modifying the constitution and jurisdiction of the Sudder Dewanny Adawlut and of the Provincial Courts, for expediting the trial of Civil Causes in those Courts, and for defining more fully the powers of single Judges holding the sittings of those Courts, or of the Nizamut Adawlut and Courts of Circuit.	Section 18, so far as it relates to the Sadr Diwani Adalat.
III of 1829	For abolishing certain official designations amongst the Judges of the Courts of Sudder Dewanny and Nizamut Adawlut, and of the Provincial Courts; for amending the Rules at present in force, which require the Judges of the Courts of Sudder Dewanny and Nizamut Adawlut, or other public Officers, to take the prescribed oaths of office before the Governor General in Council; for providing for the decision of civil suits and appeals in the Provincial Courts in certain cases; for amending Regulation VIII of 1825; and for discontinuing the offices of Hindu and Mahomedan Law Officer in the Provincial Courts.	Sections 1, 2, 3, 4, 5.
VI of 1831	For the appointment of one or more Judges to be ordinarily stationed at Allahabad for the purpose of exercising the powers and authority of the Sudder Dewanny and Nizamut Adawlut within the Province of Benares, the Ceded and Conquered Provinces, including the districts of Meerut, Shaharunpoor, Mozuffurnuggur, and Boolundshuhur, which are now subject to the Chief Commissioner at Delhi, and the powers and authority of the Nizamut Adawlut in the Province of Kumaon and the Saugor and Nerbudda Territories.	Section 7, so far as it relates to the Court of Sadr Diwani Adalat.



## SCHEDULE,—concluded.

No. of Regulation.	Title of Regulation.	Extent of Repeal.
IX of 1831	For the more speedy and efficient administration of justice in the Courts of Sudder Dewanny and Nizamut Adawlut.	Section 9, so far as it relates to the Court of Sadr Dīwānī Adālat.
VI of 1832	For enabling European functionaries to avail themselves of the assistance of respectable Natives in the administration of civil or criminal justice, and for modifying or dispensing with Futwas by Mahomedan Law Officers in certain trials.	So far as it relates to Courts for the administration of civil justice.
<b>MADRAS.</b>		
V of 1802	For constituting a Sudder Adawlut, or Chief Court of Civil Judicature, for trying appeals from the decisions of the Provincial Courts of Appeal.	Section 17.
IV of 1806	For the more speedy and effectual administration of justice in the Courts of Sudder Adawlut and Foujdarry Adawlut.	So far as it relates to the Sadr Adālat.
III of 1807	For modifying the constitution of the Courts of Sudder Adawlut and Foujdarry Adawlut, so far as relates to the appointment of the Judges of those Courts.	The whole.
XV of 1816	For modifying the jurisdiction of the Zilla and Provincial Courts, and the Court of Sudder Adawlut in the trial of original suits and appeals; for amending some of the Rules at present in force regarding the admission and trial of special and summary appeals from decisions passed in regular suits; and for limiting and altering some of the existing provisions respecting the pleadings and processes, and the mode of executing decrees in regular suits and appeals.	Section 8, Clause 2.
III of 1825	To prohibit Judges from sitting on the trial of appeals in causes tried before themselves; and to empower the Governor in Council to increase, at his discretion, the number of Judges of the Provincial Courts of Appeal and Circuit, and of the Sudder and Foujdarry Adawlut.	The whole.

## STATEMENT OF OBJECTS AND REASONS.

The preparation of a revised edition of the Statutes and Acts in force in British India, has been for some time progressing in the Legislative Department. To facilitate the execution of this project, the present Bill (which is framed on the models of 19 & 20 Vic., cap. 64, and 24 & 25 Vic., cap. 101) proposes to remove from the Indian Statute Book some 200 enactments which have ceased to be in force otherwise than by express repeal. Of these, some are temporary; but their repeal is expedient to preclude doubts as to whether or not they have been continued or revived. Others have become obsolete by change of circumstances, and have thus merely an historical interest. Others, again, are already repealed by implication; but

no one aware of the doubts which even the best alwyers sometimes entertain as to whether an enactment has been impliedly repealed, will question the desirability of expressly repealing this class of Acts. Others, lastly, merely repeal prior enactments: but the repeal of this numerous class will greatly relieve the Statute Book, and the provision of the third section of the General Clauses Bill (which will doubtless have been passed before the present Bill becomes law) will prevent the revival of the prior enactments repealed.

It will be observed that the present Bill (with the exception of a few Regulations relating to civil procedure, accidentally omitted from the schedule to Act No. X of 1861) deals only with the Acts of the Governor General in Council. Doubts are entertained as to whether the words of the Indian Councils' Act, permitting the Indian Legislature to repeal statutes "now in force" in India, authorize the repeal of obsolete Acts of Parliament relating to this country; it is, however, hoped that, on the first occasion on which the Indian Councils' Act is amended, Parliament will adopt provisions for the repeal of statutes which formerly affected India, but are now obsolete.

As to the Regulations, it is understood that a member of the local Board of Revenue is now engaged in codifying those in force in the North-West Provinces. This Code, of course, will expressly repeal the obsolete Regulations of those Provinces. With regard to the Lower Provinces, Madras and Bombay, it is thought that the Local Governments will best discharge the duty of expressly repealing such Regulations as lapse of time or recent legislation has rendered useless.

SIMLA,  
The 10th September 1867. } H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 18th September 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

## THE INDIAN NEGOTIABLE INSTRUMENTS' BILL.

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*A Bill to define and amend the Law relating to Promissory Notes, Bills of Exchange and Cheques.*

WHEREAS it is expedient to define and amend the law relating to Promissory Notes, Bills of Exchange and Cheques; it is hereby enacted as follows:—

I.—*Nature and Incidents.*

- 1. A promissory note is an instrument where "Promissory note" by the maker engages to pay money to another;

A bill of exchange is an instrument whereby a person is ordered to pay money to another;

"Bill" defined.

A cheque is an instrument whereby a person is ordered to pay money which he holds at the disposal of the

"Cheque" defined. person who gives the order.

- 2. If the amount promised or ordered to be paid is stated differently in figures and in words, the sum stated in words shall be understood to be the amount promised or ordered to be paid.

Where amount is stated differently in figures and in words.

- 3. A promissory note, bill of exchange, or cheque—

(1.) Must be signed by the maker, or be signed in his name by his agent authorized in that behalf;

(2.) Must specify the sum of money to be paid, and whether it is to be paid at once or by instalments;

(3.) Must not make the payment depend upon the performance of any reciprocal engagement, or upon the happening of an event which may never happen;

(4.) Must not promise or order the delivery of anything in addition to money.

4. The maker may sign by stamp or by a seal when either is commonly used by him for similar purposes.

5. A promissory note, bill of exchange, or cheque which is payable to the bearer of the instrument, or to a person mentioned in the instrument or the bearer thereof, or to a person mentioned in the instrument or his order, or to the order of a person mentioned in the instrument; or to "or order," is called a negotiable instrument.

6. Where a person is ordered by a bill of exchange or a cheque to pay a sum of money, he is called the drawee; and if he writes his assent upon the instrument, he is called the acceptor.

The possessor of a promissory note, bill of exchange, or cheque, who has acquired it in accordance with the following rules, is called its holder.

7. An instrument is negotiated when the holder transfers it to another person with the effect of constituting that other person the holder.

8. The person to whom or to whose order the money is to be paid, if designated in the instrument otherwise than by the word "bearer," is called the payee.

When an instrument is negotiated.

"Payee" defined.



9. When a negotiable instrument is made payable to "or payee's name left blank," the holder of such instrument may fill up the blank with his own name, or that of any other person.

10. Where a promissory note is signed by two persons, and it appears on the face of it that one of them subscribes only to an alternative liability, such one is not liable on the note as maker, but is liable as guaranteeing its payment by the maker.

#### Illustration.

A promissory note is signed by two persons with the words "or else" between the two signatures, in the following form:—

I., Richard Roe, promise to pay John Smith 1,000 Rupees.  
Richard Roe, or else John Styles.

Richard Roe is alone liable as maker, John Styles is liable as guaranteeing the payment of the note by Richard Roe.

11. Bills of exchange may be made in sets, and when so made, are subject to the provisions contained in Schedule A., hereto annexed.

12. Unless the contrary appears, every promissory note, bill of exchange, and cheque shall be deemed to have been made for good and lawful consideration:

Unless the contrary appears, the holder of a promissory note, bill of exchange, or cheque, shall be deemed to have acquired it for good and lawful consideration, before the amount mentioned in the instrument became payable, and without knowing of any defect in the title. One who has so acquired it, is called a holder in due course, and his title is not impaired by any defect in the title of the transferrer.

13. A person who is not of the age of majority according to the law to which he is subject, may be the owner of a promissory note, bill of exchange or cheque.

#### II.—Parties.

14. A signer of a promissory note, bill of exchange, or cheque, is liable thereupon, notwithstanding that some other signer may have been incapable by law of incurring such liability.

15. An agent who signs his name to a promissory note, bill of exchange, or cheque, without indicating thereon that he signs as agent, or that he does not intend thereby to incur personal responsibility, is liable personally on the instrument.

A principal is not bound by the signature of his agent to a promissory note, bill of exchange, or cheque, unless the principal is named therein as the party bound.

16. A person who, without authority, signs the name of another to a promissory note, bill of exchange, or cheque, incurs thereby the

same responsibility as the person whose name is so signed would have done if he had authorized the signature.

#### Illustration.

A., a merchant in Calcutta, directs his agent B. at Benares, to buy for him 50 bales of silk, and promises B. to remit the amount of the purchase-money immediately.

The purchaser requires payment by a bill of exchange; B., intending to benefit A., signs A.'s name to a bill of exchange as its acceptor. A. repudiates the transaction. B. is personally liable on the instrument as principal.

17. The drawer of a bill of exchange warrants to the person to whom he transfers it that it shall be accepted and paid according to its tenor, or that the drawer will make such compensation as these rules prescribe.

18. The holder of a negotiable instrument payable to bearer may negotiate it without any additional writing.

#### Illustrations.

(a.) A., the holder of a negotiable instrument payable to bearer, delivers it to B.'s agent to keep for B. The instrument has been negotiated.

(b.) A., the holder of a negotiable instrument payable to bearer which is in the hands of A.'s banker, who is at the same time the banker of B., directs the banker to transfer the instrument to B.'s credit in the banker's account with B.

The banker does so, and accordingly now possesses the instrument as B.'s agent. The instrument has been negotiated, and B. has become the holder of it.

#### III.—Indorsement.

19. A promissory note, bill of exchange, or cheque payable to the order of a specified person, or to a specified person or order, is called an instrument payable to order, such instrument cannot be negotiated without indorsement.

If the holder of such an instrument delivers it to another person without indorsing it, but with the intent to part with the ownership thereof, that person acquires all the rights which such holder had, except the right of negotiation; but he can only enforce his rights in the name of such holder.

20. A promissory note, bill of exchange or cheque is indorsed when the holder signs his name thereon.

When the signature is accompanied by words directing the amount of the instrument to be paid to a specified person, or to be paid to the order of a specified person, or to be paid to a specified person or order, the indorsement is said to be in full, and the person indicated is called the indorsee.

When the signature is accompanied by no such words, the indorsement is said to be in blank.

21. When indorsement is spoken of in any of these Rules, indorsement followed by negotiation is to be understood, unless the contrary is expressed.

22. When the holder of a negotiable instrument payable to order signs it as if to indorse it, but dies before he has given full effect to such intent, his representative cannot do so by merely delivering the instrument.

The several engagements entered into by the maker, the acceptor, and the indorser of a negotiable instrument are called negotiable engagements.

"Negotiable engagements" defined.

23. No writing on a negotiable instrument is valid for the purpose of negotiation, if such writing purports to transfer only a part of the amount of the instrument.

Transfer of part of amount.

24. Where an instrument was made negotiable originally, the absence in an indorsement of words implying power to transfer does not limit the negotiable effect of such indorsement.

Negotiable instrument indorsed without words implying power to transfer.

#### Illustration.

A bill is drawn payable to A. or order. A. indorses it to B., the indorsement not containing the words "or order," or any equivalent words, B. may negotiate the instrument.

25. An instrument on being indorsed in blank becomes payable to the bearer, even though it was previously payable to order.

Effect of indorsement in blank.

26. A negotiable instrument may also be indorsed, although it was made in the body payable to bearer.

Indorsement of instrument payable to bearer.

27. When a negotiable instrument is made payable to two persons or is indorsed to them in full, one of the two cannot make a valid indorsement by signing his own name alone.

Indorsement by plurality of holders.

28. A person who indorses a negotiable instrument binds himself thereby to every subsequent holder, that in case the drawee shall refuse to accept, or the maker or the drawee shall refuse to pay it when duly presented, he, the indorser, will, on receiving due notice thereof, make such compensation to the holder as these rules prescribe.

Indorser's liability.

29. The indorsement of a negotiable instrument transfers to the indorsee the property therein with the right of further negotiation; but the indorsement may, by express words, be restrained to a transfer of the property without such right, or may merely constitute the indorsee an agent to indorse the instrument, or to receive its contents for the indorser, or for some other specified person.

Effect of indorsement.

#### Illustrations.

B. signs the following indorsements on different negotiable instruments:—

(a.) "Pay the contents to C. only."

(b.) "Pay C. for my use."

(c.) "Pay C. or order for the account of B."

(d.) "The within must be credited to C."

These indorsements exclude the right of further negotiation by C.

(e.) "Pay C."

(f.) "Pay C. value in account with the Oriental Bank."

(g.) "Pay the contents to C., being part of the consideration in a certain deed of assignment executed by C. to the indorser and others."

These indorsements do not exclude the right of further negotiation by C.

30. Although an instrument has either originally or by indorsement been made payable to the bearer, its negotiability may be restricted by an indorsement.

Restriction of negotiability.

31. The holder of a negotiable instrument indorsed in blank may, without signing his own name, by writing above the indorser's signature a direction to pay to any other person, as indorsee, convert the indorsement in blank into an indorsement in full; and the holder does not thereby incur the responsibility of an indorser.

Conversion of indorsement in blank into indorsement in full.

32. The indorser of a negotiable instrument may, by express words written thereon, exclude all liability on his own part as indorser.

Exclusion of indorser's liability.

#### Illustration.

The indorser of a negotiable instrument signs his name, adding the words,—

"without recourse to me."

Upon this indorsement he incurs no liability.

33. Where the drawee or one of several drawees not being partners refuses to accept a bill of exchange which has been duly presented to him for his acceptance, or where the maker of a promissory note, the acceptor of a bill, or the drawee of a cheque fails to pay the same on its being duly presented to him for payment, the instrument is said to be dishonoured.

Dishonour by non-acceptance or non-payment.

34. An indorsement may be made so as only to charge the indorser upon the occurrence of a specified event which may possibly never happen.

Conditional indorsement.

35. A person who indorses a bill of exchange is bound by his indorsement, although a false signature has been affixed as that of the drawer.

Indorser's liability where drawer's, acceptor's or prior indorser's signature is false.

A person who indorses a promissory note, or a bill of exchange, is bound by his indorsement, although a false signature has been affixed as that of the acceptor, or of a prior indorser.

36. Where a person has without authority both drawn and indorsed a bill of exchange in the name of another, and the bill has been accepted by a person who was aware of such absence of authority, the acceptor is bound by his acceptance to any holder in good faith.

Liability of acceptor knowing want of authority of person drawing and indorsing the bill in another's name.

37. The order in which the indorsements appear upon a negotiable instrument must, in the absence of proof to the contrary appearing in the instrument itself, be taken to be the order in which the indorsers have become parties to the instrument.

Order of indorsements.

The maker of a bill of exchange who negotiates it, is subject to the liabilities of a first indorser.

Liability of maker negotiating bill.

38. When the holder of a negotiable instrument intentionally strikes out an indorsement, the indorsement ceases to bind the person who made it.

Holder striking out indorsement.

39. If a negotiable instrument after having been indorsed in blank is indorsed in full, the amount of it cannot be claimed from the indorser in full, except by the

Conversion of indorsement in blank into indorsement in full.

person to whom it has been indorsed in full, or by one who derives title through such person.

#### Illustration.

A. is the holder of a negotiable instrument made payable to the order of John Smith, which instrument contains the following indorsements:—

"John Smith."  
"Pay John Doe.  
or order  
John Styles"  
"John Doe."

A. may strike out the indorsements subsequent to John Smith's, and may still charge him. But if A. strikes out John Doe's indorsement, A. cannot afterwards charge John Styles.

40. A person who transfers a negotiable instrument for value without indorsing it, thereby warrants the instrument to be what it purports to be, and also that he has no knowledge of any fact which makes the instrument itself, or any of the signatures thereon, worthless.

#### Illustrations.

(a.) A., the holder of a negotiable instrument payable to bearer, having discovered that the signature of the maker, or acceptor, or indorser, is a forgery, transfers the instrument for value to B., but without indorsing it. B. cannot put this instrument in suit against A. as a party thereto, but is entitled to receive compensation from him for the loss sustained by B. in consequence of the forgery.

(b.) A., the holder of a bill of exchange payable to bearer, accepted by a person whom A. knows to be in insolvent circumstances, transfers the instrument for value to B. without indorsing it. B. cannot put this instrument in suit against A. as a party thereto, but is entitled to receive compensation from him for any loss sustained by B. in consequence of the insolvency.

(c.) A., the indorsee of a negotiable instrument which he holds by an indorsement in blank, purporting upon its face to have been made in British India, but really made abroad, transfers it to B. for value without indorsing it and without being aware of any defect in it. The indorsement in blank is invalid by the law of the place where it was made. B. is unable to recover the amount of the instrument, but may recover from A. the value which he has given for the transfer of the instrument.

41. A promissory note, bill of exchange or cheque, may be indorsed at any time, provided it has not already been discharged by payment.

*Exception.*—If a promissory note or a bill of exchange has been indorsed back to the maker, or acceptor, before its maturity, and remains in his hands as owner at maturity, he cannot indorse it again.

42. The title of an indorsee of a negotiable instrument is not affected by any transactions independent of the instrument, although he may have become indorsee with knowledge thereof.

#### Illustration.

A person who is a creditor of A., signs, as acceptor, a bill of exchange in A.'s favor for 3,000 Rupees. A. being the holder indorses it for value to B., who is aware that the acceptor, or was a creditor of A. A.'s debt to the acceptor cannot be set off against B.'s claim on the bill.

43. A person to whom a negotiable instrument has been indorsed for value after its maturity, has the rights of his immediate indorser, and those rights only.

#### Illustration.

The acceptor of a bill of exchange, when he accepted it, deposited with the drawer certain goods as a collateral security for the payment of the bill, with power to the drawer to sell the goods and apply the proceeds in discharge of the bill if it were not paid at maturity. The bill not having been paid at maturity, the drawer sold the goods and retained the proceeds, but indorsed the bill to A. A.'s title is subject to the same objection as the drawer's title.

44. All persons who have indorsed a negotiable instrument subsequently to its dishonour, are liable to the holder as upon an instrument payable by them on demand.

45. The holder of a negotiable instrument who, after having indorsed it becomes again its holder, is reinstated in all his former rights; and if by his indorsement he has excluded personal responsibility, intermediate indorsers are liable to him.

#### Illustrations.

(a.) A., the payee and holder of a bill of exchange, indorses it to B., and B. to C. C. then indorses it back to A., each of these indorsements being in due course. A. is reinstated in his former rights upon the instrument, but has not acquired any rights against B. or C.

(b.) A. is the payee and holder of a negotiable instrument. Excluding personal liability by an indorsement "without recourse," he transfers the instrument to B., and B. indorses it to C., who indorses it to A. A. is not only reinstated in his former rights, but has the rights of an indorsee against B. and C.

46. A person who indorses a promissory note, bill of exchange or cheque, of which he is not the holder, binds himself in the same manner as if he had been the holder when he indorsed it; and if he is the owner of the instrument, his indorsement passes the property therein, but subject to any objections to which the instrument was liable in his own hands.

#### IV.—Consideration.

47. The consideration for any promissory note, bill of exchange or cheque, or any acceptance or indorsement thereof, need not be expressed in writing.

48. The holder of a promissory note, bill of exchange, or cheque, is a holder for consideration, if there has been at any time consideration for it, although the consideration may have proceeded from a person who never signed the instrument, or whose signature has been struck out.

#### Illustrations.

(a.) A. indorses a bill of exchange to B., at the request of C., for C.'s account with B. B. is a holder of the bill for consideration, and if he indorses it as a present to D., D. is a holder for consideration.

(b.) A., the holder of a negotiable instrument, indorses it in full to B., in the belief that B. has done something which he has not done. B., for consideration, indorses the instrument in blank to C., and C. indorses it to D. D. is a holder of the instrument for consideration.

(c.) A., the holder of a negotiable instrument, indorses it in full to B., in the belief that B. has done something which he has not done. B., for consideration proceeding from C., indorses the instrument in blank to C., and C. indorses it to D. D. strikes out C.'s indorsement. D. is a holder of the instrument for consideration.



49. The holder, without consideration, of a negotiable instrument who derives his title through a holder in due course, has the rights of a holder in due course against all signers prior to such holder in due course, but not against him.

50. When the holder of a promissory note, bill of exchange, or cheque, stands in immediate relation with any signer thereof, the signer is not liable to the holder if there was no consideration for the signer's liability, or if the consideration has failed.

*Explanation.*—The drawer of a bill of exchange stands in immediate relation with the acceptor. The maker of every promissory note, bill of exchange, or cheque, stands in immediate relation with the payee, and the indorser with his indorsee. Other signers may by agreement stand in immediate relation with a holder.

51. A signer of a promissory note, bill of exchange, or cheque, is liable thereupon to any person who has become the holder of it for a consideration before its maturity, and who does not stand in immediate relation with the signer, although the signer had received no consideration for it, and the holder was aware of that fact when he took the instrument.

*Illustration.*

A. accepts, for B.'s accommodation, a bill of exchange drawn by B. payable to his own order. Before the maturity of the bill, B. indorses it for value to C., who is aware that it is an accommodation bill. A. is liable to C. on his acceptance.

52. When a negotiable instrument has been lost by the owner, or has been obtained from any party to it by unlawful means, or for a consideration involving a violation of law, or after it has been dishonoured by non-payment, the holder, unless he holds the instrument for good and lawful consideration, or derives his title from a holder in due course, is not entitled to receive the amount thereof from any signer.

53. Where a promissory note, bill of exchange, or cheque has been obtained from any party to it by unlawful means, or for a consideration involving a violation of law, a holder, not deriving his title through one who has since such wrongful acquisition become a holder of the instrument in due course, is not entitled to receive the amount thereof from any signer, although he has given value for it; unless at the time when he became its holder he acted in good faith and under circumstances which were not such as to raise a reasonable presumption that the person from whom he obtained the instrument had no right to transfer it.

54. Where the consideration for which a person signed a promissory note, bill of exchange, or cheque, consisted of money, and has failed in part, the sum which a holder standing in immediate relation with such signer is entitled to receive from him, is proportionally reduced.

55. Where a part of the consideration for which a person signed a promissory note, bill of exchange or cheque, though not consisting of money, is readily ascertainable in money, and there has been a failure of that part, the sum which a holder standing in immediate relation with such signer is entitled to receive from him, is proportionally reduced.

*V.—Presentment of Bills of Exchange for acceptance.*

56. In order that a bill of exchange may be duly presented for acceptance, the following rules must be observed:—

- (1.) When a bill has been drawn payable within a specified time after demand, and the drawer has fixed therein a limit of time for its presentment for acceptance, it must be presented for acceptance accordingly; but where a bill has been drawn payable after demand, and the drawer has not fixed any such limit, it must be presented for acceptance within a reasonable time after the holder receives it. In all other cases a bill of exchange may be presented to the drawee for acceptance at any time before its maturity.

*First Explanation.*—In determining what is reasonable time, regard is to be had to the nature of the bill, and the usual course of dealing with respect to similar bills.

*Second Explanation.*—The presentment is made without unreasonable delay where it is made during ordinary business hours on the day following that on which the holder has received the bill; or where there is no delay, but that which is rendered necessary by the residence of the parties to the bill in different places.

- (2.) Presentment for acceptance must be made at the place of business or the residence of the drawee, on a business day, during reasonable hours.

*Explanation.*—Where the presentment is made to a person in business, reasonable hours mean ordinary business hours.

- (3.) Upon the presentment of a bill of exchange for acceptance, the drawee may retain it for a period not exceeding twenty-four hours, to consider whether he will accept it or not.

*Explanation.*—In reckoning the twenty-four hours, days which are not days for the despatch of business are to be excluded.

*VI.—Acceptance of Bills of Exchange.*

57. Although a drawee has signed a bill of exchange as if to accept it, he may yet cancel his signature before he has intimated to the holder that the bill has been accepted, but not after he has made such intimation. The signature may stand alone, or it may be accompanied by any form of words.

58. Where the drawees of a bill of exchange constitute a partnership firm, the bill is sufficiently accepted if one accepts it in the partnership name.

Acceptance by partnership.

59. Where there are several drawees of a bill of exchange who are not partners, each of them can accept it for himself, but none of them can accept it for another without his authority.

Acceptance by several drawees not partners.

60. By his acceptance of a bill of exchange not yet at maturity, the drawee becomes liable to pay it at any time either at or after its maturity when its holder presents it to him for payment. When a bill of exchange is accepted on or after the day fixed in it for payment, the acceptor is liable to pay it at once.

Acceptor's liability (a) before maturity, (b) on or after day fixed for payment.

61. No person but the drawee of a bill of exchange, or a person indicated by the drawer on the bill as drawee in case of need, can bind himself as acceptor; except in the case provided for by Section 16 of this Act, and in the case of one who accepts for honour in accordance with the provisions herein contained.

Who may bind himself as acceptor.

62. A person who accepts a bill of exchange is bound by his acceptance, although a false signature has been affixed as that of the drawer.

Acceptor admits drawer's handwriting.

#### VII.—*Regress on non-acceptance.*

63. Where the drawee, or one of several drawees not being partners, has refused to accept a bill of exchange duly presented to him for acceptance, the holder has a right, provided he complies with the rules regarding notice of dishonour contained in Schedule B. hereto annexed, and also, where requisite, with the rules regarding noting and protest contained in the same schedule, to obtain compensation in respect thereof from any indorser. This right is called the right of regress.

Right of regress defined.

64. An indorser who has been compelled by proceedings in regress to pay compensation as mentioned in the last preceding section, has a right, subject as aforesaid, to recover compensation in regress from any previous indorser.

Indorser's right to compensation in regress.

65. The amount of compensation due under either of the two last preceding sections, is determined by the following rules:—

Measure of compensation.

(1.) The holder is entitled to receive a sum of money equivalent to the amount mentioned in the instrument, with interest at the current rate upon such amount, computed from the day of the maturity of the instrument, and the expenses incurred for noting, postage and protesting.

(2.) In calculating the sum so to be received, when the person charged resides at a place different from that at which the instrument was payable, the rate of exchange between the two places is to be taken into account.

(3.) An indorser who has been obliged to pay the amount of a dishonoured instrument may recover in regress from the previous indorsers, a

sum of money equivalent to the amount which he has so paid, together with interest at the current rate upon such amount, computed from the day of the payment; and all expenses necessarily resulting from the dishonour.

(4.) In calculating the sum so to be recovered, when the person charged in regress and the regressor reside in different places, the rate of exchange between the two places is to be taken into account.

(5.) The regressor may draw a bill upon the regressee, payable at sight, for the whole amount of his claim in regress, and may include therein any necessary disbursements. Such bill must be accompanied by the instrument protested, and the protest (if any) thereof. If the regressee dishonour such bill, he is further responsible for all the expenses thereby occasioned.

66. Where the drawer knew at the time of drawing the instrument that the drawee was not a competent person to bind himself by his acceptance, the drawer may be charged in regress without any notice.

Drawer when chargeable in regress without notice.

67. Where the drawee was not a competent person to bind himself by his acceptance, but his incompetency was not known to the drawer, or where the drawee cannot after reasonable search be found, or where access to him cannot be obtained, or where he intentionally prevents the holder from presenting the bill; notice of such circumstances shall be sufficient notice of dishonour to the drawer charged in regress.

Notice of dishonour to drawer charged in regress.

68. Where the drawee was not a competent person to bind himself by his acceptance, or where he cannot after reasonable search be found, or where access to him cannot be obtained, or where he intentionally prevents the holder from presenting the bill, notice of such circumstances shall be sufficient notice of dishonour to an indorser charged in regress.

Notice of dishonour to indorser charged in regress.

69. If the acceptance is conditional or is limited to part of the sum mentioned in the bill, or substitutes a different place or time of payment, or is signed by only one of several joint drawees who are not partners, and the holder takes such acceptance; he loses his rights upon the bill as against any previous party whose sanction he does not obtain.

Loss of holder's rights against previous party where acceptance is conditional, partial or varying, or signed by one of several joint drawees.

70. If the holder allows to the drawee more than twenty-four hours to consider whether he will accept the bill or not, the holder loses his right upon the bill as against any previous party whose sanction he does not obtain.

Allowing time to drawee.

71. Where the drawee of a bill of exchange has refused to accept it, the omission by the holder to give due notice of such refusal does not prejudice the rights of any subsequent holder in due course.

Subsequent holder in due course not prejudiced by omission to give notice of dishonour.

72. The omission, without lawful excuse, to present for acceptance a bill which requires to be accepted, has the same effect as to the drawer and the indorsers as if the bill had been duly paid at maturity.

Omission to present for acceptance.

73. Where a bill of exchange names an alternative drawee in case of need, it is not to be regarded as dishonoured, unless it has been dishonoured as well by the alternative drawee as by the principal drawee.

#### VIII.—Acceptance for Honour.

74. When a bill of exchange has been noted or protested for non-acceptance, for any person, whether he be a party or not, may, with the consent of the holder, accept it, for the honour of any signer. Such acceptance must be written upon the bill itself.

75. Where the acceptance for honour does not specify for whose honour the bill has been accepted, it is regarded as having been accepted for the honour of the drawer.

76. There may be several acceptances of the same bill of exchange for the honour of different signers. Any one who accepts for honour is bound to give notice thereof to the signer for whose honour he so accepts within two days after the bill has been noted or protested.

77. The acceptor for honour binds himself to all parties subsequent to the person for whose honour he has signed, to pay the amount of the bill if the drawee do not: Provided it is presented to such acceptor at any time not later than the day next following the day of its maturity.

#### IX.—Maturity of Promissory Note, Bill of Exchange or Cheque.

78. A promissory note, bill of exchange, or cheque, is said to be at maturity when the time fixed for its payment by the terms of the instrument has arrived. The usage of allowing days of grace is abolished.

If no time is so fixed the instrument is payable immediately on presentment.

79. A promissory note, bill of exchange, or cheque, made payable after the lapse of a stated number of months, is mature on the day of the month of payment which corresponds in number with the day when the instrument, if payable after date is dated, or when, if payable after sight, it is presented. If the month of payment contains no corresponding day, the instrument is mature on the last day of such month.

#### Illustrations.

(a.) A negotiable instrument dated 1st February 1867, is made payable at one month after date. The instrument is at maturity on the first day of March next following.

(b.) A negotiable instrument dated 28th February 1867, is made payable at one month after date. The instrument is at maturity on the 28th day of March next following.

(c.) A negotiable instrument dated 30th August 1867, is made payable three months after date. The instrument is at maturity on the 30th November next following.

(d.) A promissory note, bill of exchange, or cheque, dated 31st August 1867, is made payable three months after date. The instrument is at maturity on the 30th November next following.

80. When a promissory note, bill of exchange, or cheque is made payable a stated number of days after sight or after date, or after any other epoch; in estimating the number of days, the first day is the day immediately following the day when the instrument payable after sight has been first presented for acceptance, or when the instrument payable after date is dated.

*Exception.*—Where the day when the instrument arrives at maturity is not a day for the despatch of public business, the instrument is due on the next succeeding day of public business.

#### X.—Payment.

81. The maker of a promissory note or the acceptor of a bill of exchange is bound to pay its amount on the day of maturity within business hours on its being duly presented to him; and if he fails to do so he is liable to make compensation for his default, such compensation to be computed, as far as may be, according to the provisions of Section 65 of this Act. Actual payment within those hours discharges him from all liability, although he may have refused payment previously on that day. But after such refusal the holder is not bound to present the instrument again.

*Explanation.*—An instrument is duly presented for payment when it is presented in accordance with the provisions of Schedule C hereto annexed.

82. A person who is called upon to pay a promissory note, bill of exchange or cheque, is before payment entitled to have it shown, and is on paying the amount thereof entitled to have it delivered up to him.

*Exception.*—When the owner of a promissory note, bill of exchange or cheque, has lost it, or is otherwise under an inability to produce it, not wilfully caused by himself, but gives security to the satisfaction of the Court to indemnify the maker or acceptor against the claims of any other person upon the instrument, the non-delivery of the instrument shall not be made an objection to the owner's claim on the instrument against the maker or the acceptor.

83. Where a bill of exchange has been accepted payable at a banker's, and has been presented to the bank at maturity, it is the banker's duty to pay the bill or to return it in such a state as to leave the rights of the parties intact. If the banker, from want of due care, fails in this duty, he must make compensation to the holder for any damage arising therefrom.

84. The payment at or after maturity of a promissory note by its maker, or of a bill of exchange by its acceptor, or of a cheque by the drawee, or by some one on their behalf respectively puts an end to the negotiability of the instrument. If the maker of a promissory note or the acceptor of a bill of exchange is its holder at the time of its maturity, the provisions of this section apply as if the instrument had been paid at maturity by or on behalf of such maker or acceptor.

*Explanation.*—An arrangement which is treated by the parties as a payment is tantamount to a payment.



*Exception.*—The provisions of this rule do not apply to bankers' notes payable to bearer on demand.

85. The acceptor of a bill of exchange is discharged from all liability upon his acceptance if the holder cancels the acceptor's name, although there may be no consideration for such cancellation.

86. A payment of a promissory note or a bill of exchange is made in due course when it is made in good faith and in accordance with the terms of the instrument itself to any person whose possession does not appear to be inconsistent with those terms, and under circumstances which are not such as to raise a reasonable presumption that the possessor is not entitled to receive it.

87. When a promissory note or a bill of exchange is payable to bearer, the maker or acceptor may discharge himself from liability by payment to the possessor, provided it be made in due course.

88. When a negotiable instrument is payable to order, although the person who presents it for payment is not its indorsee, or derives his title through an indorsement which has been forged, the maker, acceptor or drawee is discharged by payment to such person, provided it is made in due course.

89. In each of the following cases the conduct of the maker of a promissory note, the acceptor of a bill of exchange, or the drawee of a cheque, has the same legal effects as a refusal to pay:—

(1.) When the instrument being payable at his place of business, he prevents it from being presented for payment by not keeping open such place during the usual business hours;

(2.) When the instrument being payable at a place other than a place of business, neither he nor any person authorized to discharge it attends at such place during ordinary business hours, and the instrument in consequence cannot be presented;

(3.) When he intentionally prevents the holder of the instrument from duly presenting it.

#### XI.—*Regress on Non-payment.*

90. Where a promissory note, bill of exchange or cheque, has been duly presented for payment and has been dishonoured, the holder, provided he complies with the rules regarding notice contained in Schedule B hereto annexed, and also, where requisite, with the rules regarding noting and protest contained in the same schedule, has the like right to charge an indorser or drawer in regress, as he has in the case of a bill of exchange dishonoured by non-acceptance.

91. The holder of a promissory note, bill of exchange or cheque, may, in any of the following cases, charge an indorser or drawer in regress, although the instrument has not been presented for payment, if the provisions

of the last preceding section have been complied with in other respects:—

(1.) When, at the maturity of the instrument, the maker or acceptor, or any one authorized to represent him, cannot after reasonable search be found, or where access to him cannot be obtained, or where he intentionally prevents the holder of the bill from presenting it: Provided that in the case where access cannot be obtained, such notice as the circumstances admit of, is given without delay;

(2.) When after maturity the indorser, knowing that the instrument has not been presented, has nevertheless made a part payment on account, or has promised to pay the amount of the instrument in whole or in part, or has waived his right to take advantage of the default in presentment.

92. In addition to the case provided for in Schedule B, Sections 125 and 127, as to notice of dishonour, the holder of a promissory note, bill of exchange or cheque, may, without having given any notice of the dishonour, charge an indorser or drawer where he has dispensed with notice; or where, in the case of a bill of exchange, the indorser charged was himself the drawer, and by his direction the acceptor dishonoured the instrument, or where the indorser charged was bound to supply the acceptor with the means of meeting his liability as such, but failed to do so.

93. A holder who has given such notice as the circumstances admit of, may charge an indorser or drawer in regress, without having given the ordinary notice, where he was ignorant of the address of the indorser or drawer, and though using reasonable diligence, failed to discover it in time to give the regular notice; or where access to the drawer or indorser for the purpose of giving notice could not be obtained, or was intentionally prevented by the drawer or indorser: Provided such notice, as the circumstances admit of, has been given without delay.

94. Non-compliance of the holder of a promissory note, bill of exchange, or cheque, with any of the provisions contained or referred to in Section 90 of this Act, without lawful excuse, has the same effect as to the drawer of a bill of exchange, or the indorser of any negotiable instrument, as if the instrument had been paid at its maturity.

#### *Illustrations.*

(a.) A. makes and delivers to B. a promissory note for 2,000 Rupees. B., in consideration of a similar sum which he owes to C. for the purchase of merchandise, indorses the instrument to C., who duly presents it to A. for payment. A. dishonours the instrument, and C., without lawful excuse, neglects to give notice of the dishonour to B. C. can neither claim the amount of the instrument against B. in regress, nor can he recover from B. the value of the merchandise.

(b.) A. being the maker of a promissory note of which B. is the holder, and A. having dishonoured it, A. indorses to B., as a security for its amount, a bill of exchange; this bill is also dishonoured, but B. without lawful excuse neglects to give A. due notice of the dishonour. B. can neither sue A. as indorser of the bill, nor as maker of the promissory note.

(c.) B., the holder of a bill of exchange by indorsement from A., indorses it to C. in consideration of services to be rendered by C. The acceptor dishonours the instrument, and C. without lawful excuse omits to give notice thereof to any indorser. B. is discharged from his responsibility as indorser, but C. remains liable to perform the service.

(d.) A. indorses to B., for Z., a bill of exchange, payable at a future day. B., at Z.'s request, indorses it to C. for a debt that had become due from Z. to C. The acceptor dishonours the bill, and C. without lawful excuse omits to give any notice. Z. is discharged from his debt to C., for by C.'s default, Z. has lost his rights of regress in B.'s name.

95. An acceptor for honour cannot be charged, unless the bill has, at its maturity, been presented to the drawee for payment, and has been dishonoured by him, and noted or protested for such dishonour.

When acceptor for honour may be charged.

#### XII.—Payment for Honour.

96. When a bill of exchange has been protested or noted for non-payment, any person may within twenty-four hours thereafter pay it for the honour of a drawer or an indorser, provided the drawer or indorser is then liable thereupon.

Payment for honour, how made.

97. A person who has paid for honour has a right to charge in regress the signer for whose honour he has paid, or any parties liable upon the bill of exchange to that signer.

Right of party paying for honour.

#### XIII.—Right of Signer who has paid.

98. Where a bill of exchange contains several indorsements in blank, a signer who having been charged in regress has reimbursed the holder and again obtained the instrument, recovers thereby his former right, but acquires no right as against intermediate indorsers.

Right of signer who has paid.

#### XIV.—Discharge of Signer.

99. No agreement between two signers of a promissory note or a bill of exchange shall affect the order of their respective liability so far as regards a holder in due course, unless such agreement appears on the face of the instrument.

Agreement between signers as to order of their respective liability.

100. The indorser of a negotiable instrument is not discharged from his liability thereupon by the holder having merely foreborne to sue a previous signer; but when the holder, without the consent of the indorser, destroys or impairs the indorser's right of regress against a previous signer, the indorser is discharged from liability to the holder to the same extent as if the instrument had been paid at its maturity.

Discharge of indorser's liability.

#### Illustrations.

(a.) A. is the holder of a bill of exchange made payable to the order of B., which contains the following indorsements in blank:—

First indorsement, "John Smith."  
Second indorsement, "John Doe."  
Third indorsement, "John Styles."  
Fourth indorsement, "John Nokes."

This bill A. puts in suit against John Nokes, and strikes out the indorsements by John Doe and John Styles. A. is not entitled to recover anything from John Nokes.

(b.) A. is the first and B. the second indorser of a promissory note, of which C. is the holder. C. agrees with the maker, with the sanction of A. but without the knowledge of B., to give the maker additional time for paying the amount of the instrument. A. remains liable as indorser, but B. is discharged from liability to C.

#### XV.—Cheques.

101. Where a cheque has not been presented for payment in accordance with these rules, and the maker has thereby sustained a loss, he is to the extent of such loss discharged from liability.

Discharge of maker when cheque not duly presented.

102. The maker or the holder of a cheque by writing across it the name of a banker, directs payment to be made only through that banker.

Crossed cheques.

By crossing the cheque with two transverse lines with the words "and Company," or any abbreviation thereof, he directs payment to be made only through some banker.

Whenever a cheque shall have been issued uncrossed, or shall be crossed with the words "and Company," or any abbreviation thereof, and without the name of any banker, the holder of such cheque, while the same remains so uncrossed, or crossed with the words "and Company" or any abbreviation thereof, without the name of any banker, may cross the same with the name of a banker.

The crossing of a cheque forms a substantial part of the cheque, and any alteration of a crossing has the same effect as an alteration in the cheque.

103. When a cheque has been so crossed as to render it payable only through a particular banker, or payable only through some banker, but at the time of presentment for payment the instrument does not plainly appear to be or to have been crossed, the banker, if he pays the sum mentioned therein, is discharged from all liability, provided the payment is made in due course.

Payment of cheque whereof the crossing is not plainly apparent.

#### XVI.—International Law.

104. A promissory note, bill of exchange or cheque, either not drawn or not payable in British India, is said to be foreign.

Foreign note, bill, and cheque defined.

In the absence of an agreement to be bound by another law, the liability of the maker of a promissory note, bill of exchange or cheque, is regulated in all essential matters by the law of the place where he made the instrument; the liability of the acceptor, by the law of the place where he accepted the instrument; the liability of an indorser, by the law of the place where he indorsed the instrument.

#### Illustration.

A bill of exchange was drawn by A. in California, where the rate of interest is 25 per cent., and accepted by B., payable in Washington, where the rate of interest is 6 per cent. The bill is indorsed in British India, and is dishonoured. An action on the bill is brought against B., in British India. He is liable to pay interest at the rate of 6 per cent. only; but if A. is charged in regress, A. is liable to pay interest at the rate of 25 per cent.

105. Where a promissory note, bill of exchange or cheque, is payable in a different place from that in which it is made or indorsed, the law of the place where the instrument is made payable is to determine what constitutes dishonour, and what notice of dishonour is sufficient.

Law regulating protest and notice of dishonour.

*Illustration.*

A bill of exchange drawn and indorsed in British India, but accepted payable in France, is dishonoured. The indorsee causes it to be protested for such dishonour, and gives notice thereof in accordance with the law of France, though not in accordance with the rules herein contained in respect of bills which are not foreign. The notice is sufficient.

106. If a negotiable engagement contained in any negotiable instrument, although not made in British India, is in accordance with the law in force in British India, the circumstance that such engagement is invalid according to the law of the country wherein it was made, does not invalidate any subsequent acceptance or indorsement made in British India upon such instrument.

107. In the absence of proof to the contrary, the law of foreign countries regarding promissory notes, bills of exchange or cheques, is to be taken to be in accordance with the law of British India.

108. When a promissory note, bill of exchange or cheque, has been entered into in a foreign country, by the law of which a regressor must in case of dishonour protest the instrument, the right of regress in this country also is conditional upon such protest being made.

*XVII.—Effect of Alterations.*

109. Any substantial alteration of a promissory note, bill of exchange, or cheque, shall (save as provided by this section, and by Sections 25, 31, 34, 38, 39, 69, 102, and 103 of this Act) render the instrument invalid.

110. A promissory note, bill of exchange, or cheque, may be altered before it is negotiated, or it may be altered after negotiation or transfer, in order to express the original intention of the parties; or it may be altered at any time and in any manner with the consent of all those who are at the time of the alteration parties to the instrument.

111. Alterations made in a promissory note or bill of exchange by a person not a party to such note or bill, have no effect upon the liabilities of a party who signed the instrument as maker or acceptor before such alterations were made.

112. A person who indorses a promissory note is bound by his indorsement, notwithstanding any previous alteration of the note.

113. A person who indorses a bill of exchange is bound by his indorsement, notwithstanding any previous alteration of the bill.

114. A person who accepts a bill of exchange is bound by his acceptance, notwithstanding any previous alteration of the bill.

*Explanation.*—An instrument is substantially altered by changing the date, sum, place or time

for payment, by the insertion of words authorizing transfer or stating the value to be received on some particular account, by adding a name as that of a maker or a drawer, or a place for payment.

115. Where a promissory note, bill of exchange or cheque has been altered, but does not plainly appear to have been altered, the maker, acceptor, or drawee is discharged by payment in due course.

*Discharge of maker, acceptor, or drawee, where alteration does not plainly appear.*

*SCHEDULE A.**Rules as to Sets.*

116. A bill of exchange may be drawn in a set; but the whole set, of how many parts soever it may be composed, constitutes but one bill, and the payment in due course of any one of the parts extinguishes all the other parts of the bill, except as against an indorser who has indorsed different parts of the bill to different persons, and any indorser subsequent to such indorser as last aforesaid, if his indorsement remain uncanceled upon a part not given up.

117. When one of a set has been sent for acceptance, the sender should, upon the others of the set, make a note of the address of the person in whose hands the part so sent for acceptance is. The omission to make such note does not deprive the holder of his right to negotiate the bill of exchange, but renders the sender responsible for damage resulting to any holder from such omission.

The person in possession of the part sent for acceptance, is bound to deliver the same to the holder of the set to which such part belongs.

118. The holder of a duplicate containing such note of address as is mentioned in the last section, may charge an indorser in regress where such holder has been unable to obtain the re-delivery of the part sent for acceptance, and where acceptance or payment of his part could not be obtained. But this fact must be stated in the protest.

*Note of address of person to whom part is sent for acceptance.*

*When holder of duplicate may charge indorser in regress.*

*SCHEDULE B.**Rule as to Noting.*

119. Whenever a promissory note, bill of exchange, or cheque, has been dishonoured by non-acceptance or by non-payment, the holder may cause a note to be made in testimony of the fact. Such note, when signed by a notary public or other public officer authorized in that behalf, shall, in the absence of proof to the contrary, be deemed evidence of such dishonour: Provided that such note is made within a reasonable time after the dishonour, and is written upon the instrument, or upon a paper attached thereto, or partly upon each; and mentions the month, day, and year of the dishonour, the reason, if any, which was assigned for it; or if there has been no express dishonour of the instrument, the reason why the holder treats it as dishonoured.

*Effect of noting.*

*Contents of note.*

*Indorsement of note previously altered.*

*Indorsement of bill previously altered.*

*Acceptance of bill previously altered.*

*Substantial alteration, what.*



that the principle of this rule should be applied to all cases where the drawee of a bill of exchange has a fund in his hands at the disposal of the drawer; and we have framed our rules accordingly.

"We have adopted from the German law a rule by which we provide that, in the case of acceptors as well as of others, a person who signs without authority the name of another to a negotiable instrument, shall be personally liable upon it, exactly as the person whose name is so signed would have been if he had given authority.

"By the English law a negotiable instrument which in its existing state is payable only to order, may by being indorsed in blank be made payable to bearer. An instrument which is payable to bearer cannot, however, by indorsement be made payable only to order, or to an individual. This seems inconsistent with the exercise of absolute powers of ownership by the holder of the negotiable instrument, and has been declared by high authority to be contrary to the opinion and wish of the mercantile community. We have therefore provided that the negotiability of such an instrument may be restricted by an indorsement.

"It appears to us desirable to maintain, and even to mark more strongly, the distinction between indorsements made before and those made after maturity. According to the rule of English law indorsement before maturity may give to the indorsee greater rights than the indorser himself possesses. On the other hand, indorsement after maturity can in general give to the indorsee only the rights which the indorser possesses. There are, however, excepted cases. Where a bill of exchange is indorsed for value after maturity, the indorsee obtains a perfect title against a previous signer, although such indorsee may have known, when he took the instrument, that the signer signed it for no other cause than the accommodation of another. Again, there may be an indorser and indorsee of an instrument, who stand in such a relation to each other, owing to facts independent of the instrument (such as a set-off in a general account), that the indorsee cannot recover the amount of the instrument from the indorser; yet this indorsee may indorse the instrument to another person even after its maturity, and that other person can recover the amount from the indorser. We think it better not to recognise either of these exceptions from the general law, and we have so framed our proposed law that in these cases a person to whom an instrument is transferred after maturity shall acquire only the rights of him by whom it was transferred.

"We have discarded days of grace, as they are termed, by which the person liable on a negotiable instrument is allowed a longer time for the payment of it than that expressly provided by its words. In making this change we have followed the course which is now adopted almost everywhere in Continental Europe, and which we believe to be in accordance with the general opinion of the mercantile classes. Greater simplicity is thereby introduced, and an embarrassing distinction between instruments payable on demand and at sight, is got rid of. And as a natural consequence of this recommendation, we propose that when the day on which a negotiable instrument by its terms becomes payable, happens to be one on which business is not usually transacted, the instrument shall be payable on the first business day thereafter, and not, as at present, on the day before.

"In one or two cases where there is a conflict of opinions, or where there is no settled practice as to time, place and other details, we have proposed the rule which seemed to us most convenient.

"There appears to be some disagreement of the authorities on the question whether, when a bill has been made payable at a particular place, it should be presented for acceptance at that place, or at the place of business, or the residence of the drawee. We have provided that it shall be presented for acceptance at the place of business or the residence of the drawee.

"Certain presentments are, by the English law, to be made on the morning of particular days. We have extended the time for presentment to the close of the business hours of the days in question.

"Under the English law, when a negotiable instrument is dishonoured by the drawee's refusal to accept it, the holder becomes entitled to demand payment at once, although the instrument has not arrived at maturity. This acceleration of the holder's right has in some countries been discarded as operating harshly upon parties only collaterally liable. We retain the rule in substance; we have not, however, thought it proper to allow interest in such cases to be recovered from the time of the refusal to accept, but have left it, as in cases of dishonour by non-payment, to commence only from the maturity of the bill.

"In reviewing the law which provides for the reimbursement of those who have suffered by the dishonour of an instrument, we have been unable to see any solid reason for distinguishing between the acceptor's liability for re-exchange and that of any other signer, and have accordingly proposed a uniform rule for all cases. Neither have we thought it advisable to require that a notice of dishonour should intimate, otherwise than by the statement of the fact of dishonour, the intention of the holder to look for payment to the party served with the notice.

"In providing for the case of the loss or destruction of a negotiable instrument, we have adopted a rule founded upon the Statute Law and the decisions of our courts of equity, which enables the holder to obtain payment on giving security to indemnify the payer; we have, however, made the remedy less extensive than in England, restricting the operation of the rule to claims against the maker of a note and the acceptor of a bill; and giving no assistance to a person who seeks to receive the amount of a lost or missing instrument from an indorser.

"Under a recent Statute, 21 & 22 Vic., c. 79, s. 4, when a cheque has been crossed but does not clearly appear to have been so, the banker is discharged from all liability if he pays it in the ordinary course of business. We have thought it better in the case of a forged indorsement to afford similar protection to every signer primarily liable upon a negotiable instrument. We have also departed from the English law by assimilating instruments payable to order to instruments payable to bearer, so far that in either case the party paying is discharged if he pays in good faith, in accordance with the terms of the instrument, to a person whose possession does not appear to be inconsistent with those terms, and under circumstances which are not such as to raise a reasonable presumption that the possessor of the instrument is not entitled to receive the amount.

"With respect to the weight due to inevitable accident, as an excuse for not having complied with the usual rules for the presentment of negotiable instruments, and for giving notice of dishonour, we have not laid down any rule as peculiarly applicable to negotiable instruments, deeming it better to leave questions of this kind to be decided according to the general analogies of the law.

"A peculiarity connected with the subject of negotiable instruments is, that the transactions involved in them may take place in different countries where the law is not uniform. We have, therefore, thought ourselves so far bound to touch upon the province of international law as to provide rules for the cases of most frequent occurrence. In so doing we have been preceded by the framers of the Italian Codice Civile, and of the German general law of Negotiable Paper.

"On the subject of alterations in negotiable instruments we have somewhat departed from the severity of the English law. We are not able to acquiesce in the justice of that rule of English law by which an instrument is rendered invalid by an alteration made even by a stranger, and we have endeavoured to lay down rules by which the doctrine on this subject may be restrained within safe limits.

"The authorised use of copies for indorsement would entail a necessity for making such complicated provisions for their regulation that we have thought it right not to allow indorsements to be made elsewhere than upon the instrument itself.

"We have considered whether it would be advisable to adopt the rule of the principal foreign codes by which an acceptor is responsible upon his outstanding acceptance of one of a set of bills although he may have accepted and paid another of the set; and we have not seen reason to adopt that rule.

"In the case of foreign bills, protesting is by the Indian Act V of 1866 made *prima facie* evidence of the fact of dishonour. We have adopted this rule, modifying it so far as to give to noting the effect of protest; and we have extended the rule thus modified to inland bills, and to promissory notes and cheques."

It will be remarked that the rules have been framed irrespectively of the Indian Act X of 1862 which, like the English Stamp Act, invalidates negotiable instruments if its regulations are not observed. The Committee to which the Bill will be referred will doubtless consider whether, in a country like India, it would be sufficient merely to impose, as the Commissioners suggest, a penalty for infringing the Stamp Act with respect to such instruments. The Committee will also be asked to consider the desirability of incorporating the present Bill with the Indian Contract Law.

SIMLA,  
The 4th Sept. 1867. }

H. S. MAINA.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

## HOME DEPARTMENT.

### NOTIFICATIONS.

Simla, the 16th September 1867.

No. 4578.

Under the provisions of Act XXXII. of 1867, the Governor General in Council is pleased to delegate to the Chief Commissioner of Oudh the powers of a Local Government, described in Sections 6 and 24 of Act XX. of 1865.

No. 4589.

With reference to the Notifications dated 15th April 1862, Nos. 1921 and 1922, transferring the District of North Canara, with the exception of the Talook of Cundapoor, from the Presidency of Fort Saint George to the Presidency of Bombay, the Right Hon'ble the Governor General in Council hereby notifies, for the information of all concerned, that the boundary between the Talooks of Cundapoor in South Canara, Madras Presidency, and Honore in North Canara, Bombay Presidency, has been defined as hereunder stated:—

"The Divitikal stream forms the boundary from the sea on the west up to the bridge across that stream on the main coast road, leading from Bhatkal to Baindūr (a distance of about two miles). From the bridge southwards for about a quarter of a mile, the road itself is the boundary line. The line then turns east, leaving the road nearly at right angles, at a place marked by a boundary stone, and passing by a mound called 'Bole-katte,' situated a few yards to the east of the road, takes a north-easterly direction, following precisely the road or pathway leading to Kadab; and from a point on the said road, marked by a boundary stone south of 'Kaval-katta,' strikes south as far as another boundary stone set up 100 yards from the limits of a land called 'Sarpana Mane,' situated to the west. It then turns eastward, along the road leading to Nujji, and again turns south, proceeding in a straight line from a point where a boundary stone has been put up on the said road west of a spot called 'Jekana-bana,' until it meets the Sankadagoondy stream at a place marked by a boundary stone. The line then follows the Sankadagoondy stream for above six miles due east, until the junction formed with it by the Hosoor nullah, which stream thence forms the boundary for about half a mile up to where it joins the trench called 'Kullu-todu.' This trench then forms the boundary for about half a mile up to the foot of a small hill, over which the boundary line is marked by stones; the line then passes between two mounds called 'Jodu-katte,' and leads up along the south side of a small ruined Fort called 'Korar-kote,' situated on a hill just below the Ghaut, and due west of a high peak on the Ghaut called 'Alletur,' on the Mysore frontier, where it terminates."

The 17th September 1867.

No. 4605.

Doctor R. T. Abbott, M. D., Inspector of Jails and Dispensaries in the Central Provinces, has been appointed also Inspector of Jails and Dispensaries in the Hyderabad Assigned Districts.

Doctor Abbott assumed charge of his duties in the Hyderabad Assigned Districts on the 1st ultimo.

*Rules as to Protest.*

120. When a promissory note, bill of exchange, or cheque has been dishonoured by non-acceptance or non-payment, the holder may cause a certificate of the fact to be made. Such certificate, made by a duly authorized person, is called a protest.

121. The protest must be drawn up by a notary public or other public officer duly authorized in that behalf.

122. The protest of a negotiable instrument must contain,—

(1.) Either the instrument itself or a literal transcript of the instrument, and of everything written thereupon;

(2.) The name of the person for whom and against whom the instrument has been protested;

(3.) A statement that payment or acceptance, as the case may be, has been demanded of such person by the notary public or other officer; of the terms of his answer, if any, or a statement that he gave no answer, or that he could not be found;

(4.) The date of place and the date of time, the latter being expressed as of the day, of the month, and year, when the demand was made, or was ineffectually sought to be made;

(5.) The subscription of the notary or other public officer making the protest;

(6.) In the event of an acceptance for honour, or of a payment for honour, mention must be made of the person by whom, of the person for whom, and of the manner in which such acceptance or payment was offered and effected.

123. In the absence of lawful excuse for delay, the protest of a bill of exchange must be at least noted within a reasonable time after the dishonour, but the protest need not be immediately drawn up. A protest shall, in the absence of proof to the contrary, be deemed evidence of dishonour.

124. Wherever it is necessary to protest a bill of exchange, notice that such protest has been made must be given instead of the ordinary notice of dishonour, and in the same manner.

When the holder and the regressee dwell in the same place, the notice ought to be sent so as to admit of the regressee receiving it in the course of the day following the day of dishonour.

*Rules as to Notice of Dishonour.*

125. Where a promissory note, bill of exchange, or cheque, has been dishonoured, the holder must, in order to preserve his right of regress, give notice of the dishonour within a reasonable time to every indorser and drawer whom he seeks to make liable, and he loses his right of regress against any indorser or drawer to whom such notice has not been given.

The holder is not entitled to more time for giving notice to a remote, than to an immediate, signer.

*Exception.*—A notice given by any party to the instrument, or by his agent, may found a right of regress in favour of any eventual holder or regressor.

126. The notice of dishonour may be oral or in writing, and it may be in any form. Provided it intimates that the instrument has been dishonoured.

127. No notice is sufficient to charge an indorser, unless it has been given by the actual holder, or by some party liable to be eventually sued, or by the agent of such holder or party.

128. The holder may give such notice by posting a letter containing notice addressed to each indorser whom he charges in regress. The miscarriage of the letter does not render such notice invalid.

129. When the holder and the regressee dwell in different places, the notice, if there is a daily post, may be sent by the post duly addressed to the indorser or drawer on the day of dishonour, or at any time not later than the day following the day of dishonour.

130. The notice may be given either to the indorser or drawer charged in regress, or to his authorized representative.

Where an indorser has died, a notice addressed to him in ignorance of his death, if regular in other respects, is valid to charge his representatives.

131. Each indorser of a negotiable instrument who has received notice of its dishonour must, in order to preserve his right of regress, give notice to every previous indorser. He will lose his right of regress against any previous indorser to whom he has not given notice, unless he has lawful excuse for the omission, or unless he is entitled to the benefit of such notice as is mentioned in the exception to Section 125 of this Act. The notice given by the indorser must be in accordance with the rules which regulate the notice to be given by the holder, except that the time is not to be reckoned from the date of the dishonour, but from the day when the indorser himself received notice.

132. When a promissory note, bill of exchange, or cheque, at its maturity is in the possession of some agent of the holder, or of some agent of such agent, and when the holder and the possessing agent reside in different places, the possessing agent ought to give notice to his principal as if he were holder, and the principal were his immediate indorser.

## SCHEDULE C.

*Rules of Presentment for Payment.*

133. Where a promissory note, bill of exchange or cheque, has been made payable within a specified time after demand, the instrument must, as against any indorser, be presented to the maker, acceptor, or drawee, as the case may be, for payment within such specified time.

134. Where a promissory note, bill of exchange or cheque is payable on demand, it must be presented within a reasonable time to the maker, acceptor or drawee, as the case may be, for payment.



The presentment is made, as against an indorser, without unreasonable delay,—

(1.) When it is made during ordinary business hours on the day following that on which the holder has received the instrument;

(2.) When there is no delay but that which is caused by the residence of the parties to the instrument in different places.

*Illustration.*

A. draws on B., resident at Calcutta, a bill of exchange in favour of C. payable at sight, and sends it to C. at Benares. C., the day after he receives it endorses it to D., and despatches it to D. at Calcutta. D., the day after he receives the bill, presents it for payment. The delay which has taken place in presenting the bill is not unreasonable.

When presentment of cheque is to be made as against maker. 135. The presentment of a cheque is made, as against the maker of the cheque, without unreasonable delay if made,—

(1.) Where the first holder and the drawee reside in the same place, during ordinary business hours of the drawee on the day following the day when such first holder received the cheque;

(2.) And where the first holder and the drawee reside in different places, when there is no delay, but that which is caused by their residence in different places.

136. A subsequent holder of such cheque is not, as against its maker, entitled to additional time for presentment beyond the time for presentment allowed to the first holder.

137. A promissory note, bill of exchange, or cheque, must, as against any signer, be presented during reasonable hours of the day and not before its maturity.

138. When the maker of a promissory note, or the drawer or acceptor of a bill of exchange or cheque, has intimated in the instrument or in the acceptance that it is to be paid at a certain place and not elsewhere, presentment must be made at that place.

139. When the maker of a promissory note, or the drawer of a bill of exchange or cheque, has intimated in the instrument or in the acceptance that it is to be paid at a certain place, and has not intimated that it is to be paid at no other place, then, as against the maker, drawer, or indorser, presentment must be made either at the place indicated, or at the place of business of such maker or acceptor, or if he has no place of business, at his residence.

140. Where a person draws a bill of exchange payable at a certain place, or the drawee accepts it payable at that place, and such acceptance contains no further words purporting to make it payable there only, the holder is entitled to receive the amount from the acceptor without having presented it for payment at that place.

141. Where the maker of a promissory note, or the acceptor of a bill of exchange, has not indicated in the instrument any place of payment, and has no known place

of business, and no fixed residence, the presentment may be made to him personally.

142. When a promissory note, bill of exchange or cheque, is made payable at either of two places, and has been presented and dishonoured at one of them, no presentment need be made at the other.

143. On the presentment of a promissory note, bill of exchange or cheque for payment, the person from whom payment is sought is entitled to inspect the instrument itself.

144. When the holder of a promissory note, bill of exchange or cheque, and the maker, acceptor or drawee reside in different places, the instrument may be forwarded by post for the purpose of being presented for payment. In such case, where there is a daily post, the instrument must be posted at some time not later than the last post on the day following that on which the holder has received such instrument; and the person receiving such instrument by the post must present it not later than the day following its receipt; where there is not a daily post, the instrument must be forwarded and presented within a reasonable time.

145. Where the place of address of an acceptor or for honour, or of an acceptor for need, appears by the bill to be different from that at which the bill is payable, the bill may be forwarded at any time not later than the day next following the day of its maturity, in order that it may be presented to such acceptor for payment.

**STATEMENT OF OBJECTS AND REASONS.**

This Bill embodies the third report of the Indian Law Commissioners, and comprises rules on the subject of bills of exchange, promissory notes and cheques. In substance, the rules will be found to agree generally with the law of negotiable paper prevailing in England, in the Presidency towns, and (except where one or other of the multifarious customs with respect to Hundis is observed) also in the Courts of the Mofussil; while, in clearness and simplicity, they resemble the recently published Indian Contract Law, with which it is hoped they may ultimately be incorporated.

The branch of English mercantile law relating to negotiable instruments is generally considered to be that in which the good sense of English Judges has most conspicuously manifested itself during the past century; and it is certainly that in which agreement between the laws of England and India is especially desirable. Nevertheless, the Commissioners have thought right in framing the rules to depart, in some particulars, from the existing English law. These deviations are thus indicated:—

“By the English law, the drawer of a cheque on a banker is not discharged from responsibility by a failure to present it in due time, unless he sustains actual loss in consequence of the delay; and he is then discharged to the extent of the loss, and no further. We think it advisable

## No. 4607.

The privilege leave of absence granted to Mr. J. T. O'Flynn, an Assistant Superintendent in the Telegraph Department, by Notification No. 3980, dated the 29th ultimo, is hereby cancelled.

The 18th September 1867.

## No. 4644.

Doctor H. A. Kidd, Civil Surgeon of Mundlah, in the Central Provinces, obtained two months' privilege leave of absence from the 1st November 1867, or from such date as he may avail himself of the same.

## No. 4646.

Lieutenant-Colonel J. Stubbs, Deputy Commissioner of Ellichpore, in the Hyderabad Assigned Districts, is invested with the powers described in Section 1 of Act XV. of 1862.

## No. 4648.

Lieutenant W. G. Carr, Assistant Superintendent of Police, British Burmah, assumed charge of his duties in the Akyab District, Arracan Division, on the forenoon of the 18th July 1867.

## No. 4650.

Lieutenant M. C. Poole, while officiating as an Assistant Commissioner of the 3rd Grade in British Burmah, is invested with the powers of a Subordinate Magistrate of the 2nd Class, described in Section 22 of Act XXV. of 1861.

The 19th September 1867.

## No. 4666.

The undermentioned Covenanted Civil Servants, having produced the necessary medical certificates, have been granted by the Right Hon'ble the Secretary of State for India extensions of leave for the periods specified, viz. :—

Mr. J. J. Grey	...	6 months.
" H. M. Rogers	...	3 "
" G. H. M. Batten	...	4 "
" E. T. Trevor	...	6 "
" C. Girdlestone	...	4 "

The 20th September 1867.

## No. 4702.

Mr. R. F. Stack, Solicitor to Government, has obtained privilege leave of absence for two months from the date on which he may avail himself of the same.

E. C. BAYLEY,

Secy. to the Govt. of India.

## FOREIGN DEPARTMENT.

## NOTIFICATIONS.

## Judicial.

Simla, the 19th September 1867.

## No. 184.

Under Section 39 of Act XXII. of 1864, the Right Hon'ble the Governor General of India in Council is pleased to extend the provisions of the said Act to the Deesa Cantonment.

## General.

The 17th September 1867.

## No. 1576.

The services of Lieutenant J. A. Temple, Assistant Commissioner in the Central Provinces, are temporarily placed at the disposal of the Home Department, with a view to his being appointed to officiate as Cantonment Magistrate of Saugor.

## No. 1579.

Mr. J. G. Cordery received charge of the Office of Assistant General Superintendent for the Suppression of Thuggee and Dacoitee at Hyderabad, from Lieutenant-Colonel James Stubbs, on the forenoon of the 1st of July last.

The 19th September 1867.

## No. 1587.

LEAVE.—Privilege leave for three months is granted to Gopal Rao, Extra Assistant Commissioner of Chandah, in the Central Provinces.

## No. 1589.

The extension of leave for one month, granted to Lieutenant F. Plummer, Assistant Superintendent of the Revenue Survey, Hyderabad Assigned Districts, by Notification No. 1386, dated 14th ultimo, is cancelled at his request.

W. MUIR,

Foreign Secretary.

## FINANCIAL DEPARTMENT.

## NOTIFICATIONS.

Simla, the 16th September 1867.

## No. 2696.

Monthly Statement of Accounts that have been received under the new system, up to 31st August 1867.

Accounting Offices.	For 1866-67, up to what month.	For 1867-68, up to what month.
Accountant General, Bengal	Feb. 1867	June 1867.
Accountant General, British Burmah	March 1867	Ditto 1867.
Accountant General, Madras	Feb. 1867	Ditto 1867.
Accountant General, Bombay	Ditto 1867	Ditto 1867.
Deputy Accountant General, Central Provinces	Ditto 1867	Ditto 1867.
Treasury and Departmental Accounts Branch (for India)	Ditto 1867	May 1867.
Accountant General, N. W. Provinces (for Oudh)	Ditto 1867	Ditto 1867.
Accountant General, N. W. Provinces (for N. W. Provinces)	Ditto 1867	Ditto 1867.
Accountant General, Punjab	Ditto 1867	April 1867.
Deputy Accountant General, Hyderabad	Ditto 1867	No account to be rendered from April 1867.
Treasury and Departmental Accounts Branch (for Eastern Settlements)	Ditto 1867	
Public Works Department	Ditto 1867	
Military Department	Ditto 1867	

Note.—The accounts for March 1867 are not yet due.

*The 20th September 1867.*

No. 2775.

In continuation of Notification No. 2101, dated the 16th August 1867, the following Statement of Cash Balances, as reported up to this date, in the Government Treasuries in India at the close of the month of July last, contrasted with that of the previous years, is published for general information :—

	July 1865.	July 1866.	July 1867.
	<i>Rupces.</i>	<i>Rupces.</i>	<i>Rupces.</i>
Govt. of India ...	2,01,75,588	1,90,38,794	1,43,72,477
Bengal ...	1,55,50,166	1,05,08,102	1,47,15,618
British Burmah ...	26,24,768	19,92,382	18,20,255
N. W. Provinces ...	2,35,38,928	2,19,21,266	2,05,77,828
Oudh ...	60,04,997	46,78,667	54,52,707
Punjab ...	1,55,52,902	1,14,16,621	1,12,42,024
Bombay ...	2,06,89,974	2,76,99,657	2,14,16,109
Central Provinces..	47,20,067	47,32,938	49,16,118
Madras ...	2,27,19,803	2,42,11,791	2,98,28,179
	13,15,76,698	12,62,00,278	12,33,41,315
Berars ...	29,44,707	40,85,531	•
Total Rupees ...	13,45,21,400	13,02,85,809	

\* The Cash Balance of the Berars is omitted—their revenues and charges being now excluded from those of the Government of India.

Published by Order of the Governor General in Council,

E. H. LUSHINGTON,  
Secy. to the Govt. of India.

## MILITARY DEPARTMENT.

*Simla, the 17th September 1867.*

No. 892 of 1867.—The following paragraph of a Military letter from the Right Hon'ble the Secretary of State for India, No. 207, dated the 25th of July 1867, is published for general information :—

Paragraph 4. "I have to acquaint you that I have sanctioned Lieutenant W. H. Collins, Royal Engineers, being struck off the strength of the Battalions of Royal Engineers in India, on his appointment as Instructor in Surveying and Topographical Drawing at the Royal Military Academy, Woolwich."

No. 893 of 1867.—The following paragraph of a Military letter from the Right Hon'ble the Secretary of State for India, No. 211, dated the 31st of July 1867, is published for general information :—

Paragraph 8. "In consequence of a report of a Medical Board, which I have received on the state

of health of Lieutenant W. J. Engledue, Royal Engineers, I have sanctioned this Officer being relieved from further duty in India from the 13th July 1867."

No. 894 of 1867.—The undermentioned out-pensioners of the Royal Hospital at Chelsea, having been permitted to reside and draw their stipends in India, payment of pension is to be made and charged accordingly :—

	<i>Rate of Pension per diem.</i>
Serjeant Charles Arber, late of the 24th Brigade, Royal Artillery ...	Eleven pence (11d.), from the date he ceases to receive regimental pay or allowance.
Ordnance-Serjeant James Kinsella, late of the 19th Brigade, Royal Artillery ...	Two shillings (2s.), from the date he ceases to receive regimental pay or allowance.
Gunner Arthur Macarthur, late of the 25th Brigade, Royal Artillery ...	Six pence (6d.), for fifteen months, from the 16th July 1867 to 15th October 1868.
Color-Serjeant William McMullen, late of the 104th Foot...	One shilling (1s.), from the date he ceases to receive regimental pay or allowance.
Private Thomas Close, late of the 101st Foot ...	One shilling and one-half penny (1s. ½d.), from the date he ceases to receive regimental pay or allowance.

No. 895 of 1867.—Magazine-Serjeants Alexander Anderson and George Palmer, having passed the prescribed examination, are appointed to officiate as Sub-Conductors in the Ordnance Department, to fill existing vacancies.

No. 896 of 1867.—The undermentioned Officers are promoted to the rank of Colonel in the Army from the dates specified, under the operation of the Despatch from the Right Honorable the Secretary of State for India, No. 180 of the 25th May 1865, subject to Her Majesty's approval :—

Lieutenant-Colonel Alexander Anthony Macdonell, Bengal Infantry ...	1st January 1867.
Lieutenant-Colonel William Warden Anderson, Bombay Cavalry ...	30th July 1867.



No. 897 of 1867.—The following promotions are made in the undermentioned corps of the Native Army :—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
8th Regiment, Native Infantry ... }	Havildar Jowohir Sing ...	Jemadar ...	27th June 1867	Himmur, deceased.
40th (the Shahjehanpore) Regiment, Native Infantry ... }	Havildar Ghoonoo Singh ...	Ditto ...	22nd July 1867	Dhoona Singh, discharged.

No. 898 of 1867.—The undermentioned Officer is permitted to proceed to Europe on furlough on private affairs :—

Major George Price, of the Bengal Staff Corps ... { For two years, embarking at Bombay.

No. 899 of 1867.—Assistant-Surgeon Robert Sutherland, 5th (Royal Irish) Lancers, is appointed Statistical Officer to the Inspector-General of Hospitals, Her Majesty's British Forces, with effect from the date of his relieving Surgeon-Major A. D. Home, c. B., v. c., 35th Foot, whose services are required with his corps.

#### The 18th September 1867.

No. 900 of 1867.—His Excellency the Governor General in Council is pleased to authorise the distribution of a second instalment of the Banda and Kirwee Prize at Rupees 130 per share.

2. The payment of this Prize will be carried out in all respects under the rules applied in the first distribution.

3. Attention is called to paragraph 3 of G. G. O. No. 846, dated 28th March 1867, and the shares of those claimants who do not submit their bills within three months from the date of this General Order, will be included in the rolls of shares payable in England.

#### The 19th September 1867.

No. 901 of 1867.—The following letter from the Right Hon'ble the Secretary of State for India, is published for general information :—

MILITARY.

INDIA OFFICE;

No. 232.

London, the 9th August 1867.

SIR,—1. The undermentioned Officers have been permitted to return to their duty, viz. :—

Major J. St. J. Hovenden.

Captain H. Phillips.

Surgeon J. White, *vid* the Cape.

Assistant Surgeon J. C. Penny.

2. The undermentioned Officers and Warrant Officer have been granted extensions of leave for the periods specified, viz. :—

Major S. D. White ... 6 months.

Captain E. W. Humphrey ... 4 "

" R. D. Osborn ... 6 "

Captain W. Cabell ... 1 month.  
Lieutenant J. Waterhouse ... 6 months.  
" C. W. G. Perreau ... 2 "  
" W. B. Craigie ... 6 "  
" W. Gibson Craig ... 3 "  
Surgeon W. F. B. Dalzel ... 3 "  
Conductor M. O'Loughlin ... 6 "

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 902 of 1867.—With reference to G. G. O. No. 255 of the 13th March 1866, it is notified that, on the recommendation of the Government of India, Her Majesty's Government has been pleased to confer a good service pension on the undermentioned Officer, with effect from the date specified :—

Colonel Robert William Disney Leith, half-pay, 106th Foot.

Ensign ... 4th September 1837.  
Lieutenant ... 10th January 1839.  
Captain (Brevet) ... 19th June 1846.  
" ... 12th March 1849.  
Major (Brevet) ... 7th June 1849.  
Lieutenant-Colonel (Brevet) 28th November 1854.  
Colonel (Brevet) ... 26th June 1860.  
Major ... 1st July 1860.  
Lieutenant-Colonel ... 25th February 1862.

Served with the 1st European Bombay Fusiliers in the Bombay column of the Army of the Punjab in 1848-49; present at the siege and surrender of Mooltan; led the storming party at the capture of the city, on which occasion he was dangerously wounded, losing his left arm by a sabre cut (necessitating the subsequent amputation of a portion of the arm), and ball in right shoulder (medal and clasp). His services on that occasion received the special approbation of His Excellency Lieutenant-General Sir Willoughby Cotton, then in Command of the Bombay

From the 11th March 1867, in room of Major-General J. Liddell, c. B., who has succeeded to the Colonel's allowance.

Army; and he was, in consideration of his distinguished gallantry, subsequently appointed to the general staff of the Army as Deputy Assistant Adjutant General on the Establishment. He held this appointment from 9th March 1855 to 23rd February 1860 ...

From the 11th March 1867, in room of Major-General J. Liddell, C.B., who has succeeded to the Colonel's allowance.

No. 903 of 1867.—With reference to G. G. Orders Nos. 212 and 607, dated the 25th February and 7th June 1867, the following extract from a Despatch from the Right Hon'ble the Secretary of State for India, No. 236, dated 16th August 1867, is published for general information:—

1. I have considered in Council your letter dated the 17th of June last, No. 159, forwarding the G. O. No. 607 published by you, with regard to the mode to be adopted by the Committees appointed to consider the claims for compensation on account of the loss of sums subscribed by Officers to assist their seniors to retire from the service.

\* \* \* \* \*

3. These proceedings have the approval of Her Majesty's Government.

No. 904 of 1867.—The promotion of Kote Duffadar Mulobut Ullee, to the rank of Jemadar in the 1st Bengal Cavalry, notified in G. G. O. No. 757, dated 29th July 1867, is to be held to have effect from the 20th, instead of the 30th November 1866.

No. 905 of 1867.—The undermentioned Officers have reported their return from England:—

Date of arrival at  
Fort William.

Major J. J. Hume, of the Bengal Staff Corps, Executive Engineer, 1st Grade, Department Public Works, North-Western Provinces ...	9th September 1867.
Deputy Inspector-General of Hospitals G. S. Cardew, of the Medical Department ...	

The 20th September 1867.

No. 906 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

PUNJAB FRONTIER FORCE.

3rd Sikh Infantry.

Lieutenant J. W. Taylor, of the Bengal Staff Corps, to be 2nd Wing Subaltern.

No. 907 of 1867.—The leave of absence to Europe on medical certificate, granted to Lieutenant-Colonel D. G. Robinson, of the Royal Engineers, Director General of Telegraphs in India, in G. G. O. No. 276 of the 19th March 1866, is extended to the 1st February 1868.

No. 908 of 1867.—It is hereby announced, for general information, that His Excellency the Governor General in Council in the Home Department has been pleased to direct the adoption of the new edition of Marshman's History of India as the text book of Indian History for the examination of Military Officers seeking admission to the Staff Corps in the Civil and Political Departments.

No. 909 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

Stud Department:—

Lieutenant B. H. Russell, of the General List, Infantry, to officiate as Doing-duty Officer.

No. 910 of 1867.—The following extracts from the *London Gazette* of the 19th July 1867, page 4045; 30th July 1867, page 4226; 13th August 1867, page 4474; and 16th August 1867, page 4550, are published for general information:—

"*London Gazette*" of 19th July 1867, page 4045.

UNATTACHED.

The Commission of Captain John Hopkins, Bengal Unattached List, to be antedated from the 13th February 1866 to 19th October 1865.

"*London Gazette*" of 30th July 1867, page 4226.

BREVET.

Major-General William Anson McCleverty to have the local rank of Lieutenant-General while serving in Command of the Forces in the Madras Presidency, East Indies. Dated 31st July 1867.

"*London Gazette*" of 13th August 1867, page 4474.

BREVET.

Deputy Assistant Commissary Horatio Boardman Steward, Bengal Commissariat Department, to have the honorary rank of Ensign. Dated 14th August 1867.

"*London Gazette*" of 16th August 1867, page 4550.

India Office, the 15th August 1867.

Her Majesty has been pleased to approve of the following admissions to the Staff Corps by the Governments in India:—

BENGAL STAFF CORPS.

ADMISSIONS.

To be Captain:

Captain Thomas Herbert Lewin, 104th Foot. Dated 2nd March 1866.

To be Lieutenants:

Lieutenant Christopher Garsia, 11th Foot. Dated 11th October 1859.

Lieutenant James Robert Yule, Royal Artillery. Dated 22nd December 1859.

Lieutenant Henry Holwell Birch, late 27th Native Infantry. Dated 26th April 1860.

Lieutenant James Salisbury Tait, Bengal Infantry. Dated 26th January 1861.

Lieutenant George Nicholas Channer, Bengal Infantry. Dated 25th May 1861.

Lieutenant Reginald Justus Wimberley, General List. Dated 21st June 1861.

Lieutenant Charles Edward Shepherd, Bengal Infantry. Dated 1st January 1862.

Lieutenant William Sidney Nugent, 103rd Foot. Dated 17th April 1862.

Lieutenant Edward Barry Bishop, 54th Foot. Dated 2nd December 1865.

Ensign Henry Mackenzie Macdonald Wood, 85th Foot. Dated 17th January 1866.

Ensign Robert Charles Nicholetts, 38th Foot. Dated 10th July 1866.

Ensign James Bird Hutchinson, 82nd Foot. Dated 17th July 1866.

No. 911 of 1867.—Captain C. E. Buckley, of the 3rd Battalion, Rifle Brigade, Adjutant, Calcutta Volunteer Rifle Corps, is allowed leave of absence to the 21st September 1867, in extension of privilege leave.

No. 912 of 1867.—The undermentioned Officers have reported their departure on the dates specified opposite to their names:—

Major A. H. Paterson, of the } *St. Lawrence,*  
Bengal Staff Corps, G. G. O. } 9th January  
No. 1165 of 1865 ... } 1866.

Lieutenant H. S. Moules, of the } *Mongolia,*  
General List, Infantry, G. G. } 10th September  
O. No. 878 of 1867 ... } 1867.

No. 913 of 1867.—The undermentioned Officer has reported his return from England:—

Major A. H. Paterson, of the } *Date of arrival at*  
Bengal Staff Corps, Deputy } *Fort William.*  
Inspector-General of Police, } 26th August  
Bengal ... } 1867.

No. 914 of 1867.—The following promotion is made, subject to Her Majesty's approval:—

Corps.	Rank and Name.	To what rank promoted.	From what date.	In whose room.
General List, Cavalry.	Lieutenant Clement Edward Benthall.	Captain ...	16th May 1867	Captain A. D. Jennings, late 2nd European Light Cavalry, removed from the service.

No. 915 of 1867.—Apothecary William Henry Kelly, of the Subordinate Medical Department, having been declared by a Medical Committee to be unfit for further active service, is transferred to the Pension Establishment, with permission to reside and draw his stipend in India.

H. W. NORMAN, Col.,  
Secy. to the Govt. of India.

## PUBLIC WORKS DEPARTMENT.

### NOTIFICATIONS.

#### Establishment.

*Simla, the 16th September 1867.*

No. 239.

Mr. J. Marchant is appointed to the Public Works Department as an Overseer of the 3rd Grade, on probation, and posted to Hyderabad, with effect from the 14th August 1867.

*The 18th September 1867.*

No. 240.

Soobroy Pillay is appointed to the Public Works Department as an Accountant of the 4th Grade and posted to Mysore, with effect from the 24th July 1867.

No. 241.

Captain W. R. Johnson, M. S. C., Executive Engineer, 1st Grade, Mysore, is allowed ten days' preparatory leave, with effect from the date he may avail himself of it.

No. 242.

Balkissen Punth is appointed to the Public Works Department as an Accountant of the 4th Grade, on probation, and posted to the Central Provinces.

*The 19th September 1867.*

No. 243.

Mr. R. D. Hamilton, Accountant, 2nd Grade, British Burmah, has been allowed leave of absence on medical certificate from 6th November 1866 to 19th August 1867.

This modifies Notification No. 55, dated 14th February 1867.

Mr. Hamilton is also allowed six months' leave on medical certificate in extension of the above.



**Revenue—Forest.***The 16th September 1867.*

No. 13F.

In conformity with Section 6 of Act VII. of 1865, the following alteration, approved by the Governor General in Council, in Rule 2 of the Forest Rules for Coorg, which were published in the *Gazette of India* of the 16th September 1865, is published for general information:—

The rates payable by traders for Bamboos on licenses, will be six Rupees per 1,000, instead of three Rupees.

C. H. DICKENS, Col., R. A.,  
Secy. to the Govt. of India.

**PAPER CURRENCY OFFICE.****NOTIFICATION.***Calcutta, the 10th September 1867.***NEW ISSUE OF CURRENCY NOTES.**

In continuation of Notification dated 1st July 1867, Notice is given that Currency Notes of a new pattern for Rs. 10, 20, and 50, are now issued from the Exchange Department of this Office.

The Notes are in general character very similar to those lately issued for Rs. 500 and Rs. 1,000; the chief points of difference being that, in the Notes of the lower denominations, the value, printed in letters in the Vernacular languages, is placed in the middle of the Note, instead of in the upper part.

The medallions containing in figures Rs. 10, 20, and 50 respectively, are at the lower instead of the upper corners of each Note.

J. F. SHEKLETON,  
Offg. Head Commissioner.

**Great Trigonometrical Survey of India.****NOTIFICATION.***Calcutta, the 16th September 1867.*

No. 33.

Mr. L. J. Pocock, Sub-Assistant, 3rd Grade, has obtained four and a half months' leave of absence on medical certificate, with effect from 21st July 1867.

J. T. WALKER, Lieut.-Col., R. E.,  
Supdt., G. T. Survey of India.

**GAZETTE OF INDIA.****NOTIFICATION.***The 26th April 1867.*

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

**CURRENCY NOTES.**

*Extract from Financial Department Notification No. 1004A., dated Simla, 30th July 1866.*

Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) thrice at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and once in the *Gazette of India*.”

**Lost.**

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A30—73267, for Rs. 100.

M. MURPHY, Capt.,  
58th Regiment.

In transit from Kurnal to Calcutta, left half of the following Government Currency Note of Punjab Presidency:—

No. A30—37310, for Rs. 100.

BISHEN DIAL,  
and SHEW DIAL.

In transit by Post between Umballa and Cawnpore, about the 28th July 1867, first half of the following Government Currency Note—intimation of loss given to Currency Office, Allahabad:—

No. A26—18249, for Rs. 20.

CHOTA DEWAN SING.

Right half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A13—80015, for Rs. 100.

DOORGA GUTTEE BANERJEA.

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A39—01550, for Rs. 100.

E. SWETENHAM, Lieut.,  
Executive Engineer, Jhansie.

The halves of the following Government Currency Notes:—

Nos. A20—87790, A21—12478, for Rs. 10 each.

GOPAL CHUNDER BOSE.

In transit between Futtchpore and Moorshedabad, the left halves of the following Currency Notes of the Calcutta Circle:—

No. A15—07712, for Rs. 500.

„ A14—00575, „ 100.

„ A14—01157, „ 100.

„ A11—03633, „ 50.

„ A10—23210, „ 20.

J. W. POWER,  
Collector, Futtchpore.

In transit by Post, the upper half of the Allahabad Currency Note:—

No. A18—31692, for Rs. 10.

PEARRE MOHUN BANERJEE,  
*Pleader, High Court, N. W. P.*

In transmission from Purbagurh, Oudh, to Messrs. Playfair, Duncan and Co., Calcutta, the left-hand halves of Currency Notes Nos. A39—04613 and A39—01624, of the Allahabad Circle, for Rs. 100 each.

D. TURNER.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A13—96766, for Rs. 100.  
 „ A13—96767, „ 100.  
 „ A13—97978, „ 100.  
 „ A30—16146, „ 100.  
 „ A30—16580, „ 100.  
 „ A15—23624, „ 500.  
 „ A28—41899, „ 1,000.

J. W. O'DONNELL,  
*Executive Engineer,  
Jubbulpore.*

#### Lost or Stolen.

The following Government Currency Note—intimation has been given to the Currency Office:—

No. A38—08127, for Rs. 100.

HERALALL NUNDY.

In transit by Post on the 1st March 1867, from Kurseer, in Lucknow, to Delhi, the first half of the following Government Currency Note:—

No. A38—03342, for Rs. 100.

A. CARRAPIET.

Half of the following Government Currency Note:—

No. A7—11405, for Rs. 10.

SHAMLALL MISSEK.

Half of the following Currency Note—intimation given to the Currency Office, Calcutta:—

No. A35—22210, for Rs. 50.

GISBORNE & Co.

Between Umballa and Sultanpore, in Oudh, two halves of Government Currency Notes, No. A26—29266, of the 15th May 1862, for Rs. 20; and No. A18—13109, of the 8th May 1862, for Rs. 10, on Lahore and Allahabad Circles.

#### Mutilated

, And almost destroyed, Currency Note No. A27—84596, for Rs. 100.

#### Stolen.

The entire Government Currency Notes of the Allahabad Circle—intimation given to the Currency Office, Allahabad:—

No. A30—17338, for Rs. 100.

„ A26—19200, „ 20.

G. G. CHARLES,  
*Asst. Supdt., Telegraph Dept.*

#### Notice.

Application has been made to the Currency Office, Calcutta, for payment of a Currency Note wrongly joined as follows:—

No. A20—93858 } one Note for Rs. 10.  
 „ A21—60476 }

R. D'ROZARIO.

Application has this day been made to the Currency Office, Calcutta, for payment of the value of a Currency Note consisting of halves bearing different Nos. viz.:—

1st half No. A31—48471, } dated 6th May 1865,  
 2nd „ A31—48469, } for Rs. 10.

ANSTRUTHER & Co.

Application has been made for payment of Currency Note wrongly joined as follows:—

First half No. A26—13415 } for Rs. 20.  
 Second „ A26—13417 }

EDGAR HILL.

#### Injured by Rats.

The following Government Currency Notes:—

No. 12385, for Rs. 10.  
 „ 12392, „ 10.  
 „ 12394, „ 10.  
 „ 12395, „ 10.  
 „ 12398, „ 10.

Application for payment made to the Currency Office, Allahabad.

#### PROMISSORY NOTES.

##### Lost.

A Government Promissory Note worth 1,000 Rupees, No. 11377 of 8509 of 1835-36, dated the 31st March 1835, belonging to late Baboo Treelochun Mookerjee.

##### Lost, Mislaid, or Destroyed.

Government Promissory Note No. 000248 of 19682 of 1842-43, at 4 per cent., for Rs. 1,000.

JOWALLAPERSHAUD.

## ADVERTISEMENTS.

## Bank of Bengal.

Calcutta, the 11th September 1867.

## NOTICE.

Under orders of Government, Notice is hereby given that the Bank of Bengal, General Treasury and Public Debt Office will be closed on the following days, viz. :—

On Friday, the 27th September, on account of the Hindoo festival "Mahalaya."

From Thursday the 3rd to Monday the 14th October, both days inclusive, on account of the Doorgah and Luchmee Poojah Holidays.

All Government acceptances which may fall due between Thursday the 3rd and Monday the 14th October, will be paid by the Bank on any day after the 29th September.

By Order of the Directors,

GEO. DICKSON,  
Secretary & Treasurer.

## Notice.

I, Francis William Alexander Rigordy, commonly known as W. Rigordy, hereby give Notice that my wife, Isabella Elizabeth Rigordy, having left my protection, and having applied for and obtained from the Magistrate of the Southern Division an order for the payment by me of Rupees 50 per month for her maintenance, I will not be responsible for any debts she may contract subsequent to the date of such order, namely, the 10th of September now instant.

52, DHURUMTOLLAH,  
The 16th September 1867. }

W. RIGORDY.

Just Published,

Price 1 Rupee, including Packing and Postage.

## HALF-YEARLY SUPPLEMENT

TO

## "EXTRACTS

FROM

## CODE OF REGULATIONS

FOR THE

## PUBLIC WORKS DEPARTMENT,

WITH

## RULES FOR THE GUIDANCE

OF THE

## BARRACK DEPARTMENT.

From 1st January to 30th June 1867.

Printed on one side of the paper only, to admit of easy incorporation with interleaved copies of the "Extracts."

Also may be had,—Price 1 Rupee—

## THE SUPPLEMENT

Ending December 31, 1866.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING.

4, HASTINGS STREET.

1867.

Published this day,

PRICE TEN RUPEES,

## The Law of Evidence,

With more especial reference to the Courts of British India not established by Royal Charter,

By C. D. FIELD, Esq.,

Bengal Civil Service,

Officiating Judge of the Principal Courts of Small Causes of Kishnaghur and Jessore.

(Now Registrar of the High Court, Calcutta.)

BY THE SAME AUTHOR,

## Indian Law Reform.

PRICE THREE RUPEES.

## Rent Law Procedure in Bengal.

PRICE SIX RUPEES.

## Rent Law Procedure in Bengal,

Translated into Bengalee.

PRICE THREE RUPEES.

Index to the Bengal Regulations and Acts of the Legislative Council of India and of the Bengal Council.

PRICE THREE RUPEES.

CALCUTTA:

MESSRS. R. C. LEPAGE AND CO.,

DALHOUSIE SQUARE.

Just Published,

Price 1 Rupee, including Packing and Postage.

## STANDING ORDERS

OF THE

## PUBLIC WORKS DEPARTMENT,

FOR THE YEAR

1866;

AND

## FORMS REFERRED TO IN THE ABOVE.

Printed on one side of the paper only, to admit of easy incorporation with interleaved copies of the P. W. Code and Forms already published.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,

4, HASTINGS STREET.

1867.



PROSPECTUS  
OF THE  
**AKOLAH AGRICULTURAL EXHIBITION**  
TO BE HELD IN JANUARY 1868.

**Exhibition of Live Stock, Machinery and Implements, Produce, Raw Material and Manufactures.**

1. The Exhibition will be opened on or about the 27th January 1868. The exact date will be notified by advertisement.
2. The Central Committee will be glad to receive applications for space from intending Exhibitors at once; and will be prepared by the 1st December to receive articles for Exhibition under Groups II., IV., V., and VI.
3. It is requested that these applications be made in the following form:—

*Form of demand for space, Akolah Exhibition of 1867-68.*

Name in full of Applicant, or name of Firm.  
Address in full.  
Nature of goods to be exhibited.  
Space the applicant is prepared to occupy,—

Length	feet		Breadth	feet
	Height			feet.

4. Every case, package, or box containing articles intended for Exhibition, should be labelled; such label should show —  
Name of Article.  
Place of Product or Manufacture.  
Name and Residence of Exhibitor.  
Group and Class to which it belongs.

Printed labels for this purpose can be obtained on application to the Secretary, Central Committee, Akolah.

5. All articles intended for sale must be priced, and a ticket showing the price, must be attached to them. In like manner articles not for sale should be ticketted accordingly.

6. Every facility will be given to parties to effect sales, and the Committee will exact no percentage fee upon sales effected.

7. The prices of admission will be as follows:—

Season Ticket	...	...	...	...	...	Rs. 5 0 0
First Day ...	...	...	...	...	...	„ 3 0 0
Last Day ...	...	...	...	...	...	„ 1 0 0
Intervening Days ...	...	...	...	...	...	„ 0 4 0

8. The articles and objects exhibited will be divided into Groups and Classes as follows:—

**GROUP 1.—LIVE STOCK.**

- CLASS I.—Cattle.**  
II.—Horses and Ponies.  
III.—Sheep and Goats.  
IV.—Poultry.

**GROUP 2.—MACHINERY AND IMPLEMENTS USED IN AGRICULTURE, IRRIGATION, CARPENTRY, OR MANUFACTURE OF ANY KIND.**

- CLASS V.—Prime Movers.**  
VI.—Implement for Tillage and Harvesting.  
VII.—Implements and Machines for Sowing.  
VIII.—Implements for Irrigating.  
IX.—Implements for preparing Produce for the Market.  
X.—Farm-yard and Dairy Implements.  
XI.—Miscellaneous Machinery and Implements not included in the above.

**GROUP 3.—AGRICULTURAL AND DAIRY PRODUCE, AND RAW MATERIAL, &c.**

- CLASS XII.—Country Dairy Produce.**  
XIII.—Grain.  
XIV.—Pulse.  
XV.—Tubers.  
XVI.—Fibres.  
XVII.—Cotton.  
XVIII.—Raw Silk.  
XIX.—Dyes.  
XX.—Oil Seeds.  
XXI.—Tobacco.  
XXII.—Sugar-Cane and Raw Sugar.  
XXIII.—Honey and Wax.  
XXIV.—Wool.

**RAW MATERIAL USED FOR FOOD, MANUFACTURES, PHARMACY, &c.**

- CLASS XXV.—Chemical and Pharmaceutical Substances.**  
XXVI.—Substances used for Food and Manufactures, &c., such as Dried Fruits, Preserves, Tea and Coffee, Spices, Saccharine Produce, &c.

**GROUP 4.—FOREST AND MINERAL PRODUCTS OF INDIA.**

- CLASS XXVII.—Forest Produce.**  
XXVIII.—Mineral Products.

**GROUP 5.—MANUFACTURES.**

- CLASS XXIX.—Cotton Fabrics.**  
XXX.—Woollen Manufactures.  
XXXI.—Silk ditto.  
XXXII.—Fibrous ditto.  
XXXIII.—Embroidered Fabrics and Brocades.  
XXXIV.—Hardware and Cutlery.  
XXXV.—Pottery, including Bricks, Tiles, &c.  
XXXVI.—Glass Manufactures.  
XXXVII.—Furniture, Upholstery, &c.  
XXXVIII.—Leather Manufactures.  
XXXIX.—Paper do.  
XL.—Arms and Accoutrements.  
XLI.—Conveyance.  
XLII.—Basket-work and Matting.  
XLIII.—Manufactures not included in the above.

**GROUP 6.—FINE ARTS.**

- CLASS XLIV.—Models and Statuary.**  
XLV.—Engraving, Printing and Lithography.  
XLVI.—Photography.  
XLVII.—Manuscripts, Drawings and Paintings.  
XLVIII.—Fine Arts not included in the above, such as Jewellery and Enamel Mosaic Porcelain, carving and fancy work of all descriptions.

9. Special Prizes will also be adjudged for articles of merit whether or not included under any of the headings detailed above.

R. BULLOCK,

Secretary, Agricultural Exhibition Committee.



**Dairy and Raw Produce, and Manufactures.**

- I.—Dairy produce will not be received until the day before the Exhibition opens, i. e., 26th January 1868.
- II.—Samples of Agricultural and raw produce will be received between the 20th December and 20th January.
- III.—All articles of produce exhibited to compete for prizes, must be accompanied by a certificate that they have been grown or made by the Exhibitor, or under his directions.
- IV.—All samples of produce must be sent in boxes of the following dimension:—10 inches by 4, and 3 in depth. The boxes should have sliding lids and should be fairly filled.
- V.—Each box to have a label on the outside showing the group and class of article, and name and residence of sender.
- VI.—Every box containing an article of manufacture or raw produce, &c., in addition to the outside label mentioned in Rule V. is to have in the inside a list giving the following particulars:—

Group and Class.	Name.	To what use applied.	Price if for sale.			Name and Residence of Exhibitor.	Name and Residence of Maker or Producer.	REMARKS.

(Form referred to in Rule VII. of the General Rules.)

Group					(This column is to be filled in with the name of the General Issues.)							Class.
No.	English Name.	Native Name	Scientific Name.	To what use applied.	Price.			Dimension or Weight.	Name and Residence of Exhibitor.	Name and Residence of Maker or Producer.	REMARKS.	

N. B.—The articles should be divided into Groups and Classes according to the classification given in the Prize List. In the column of Remarks should be entered the wishes of the Exhibitor regarding the final disposal of the articles contributed by him, and also any remarks of interest regarding the objects such as mode of manufacture, uses, history, &c. Great inconvenience would be saved if the list could be prepared in a book form.

R. BULLOCK,

Secretary, Akolah Exhibition Committee.

N. B.—Tickets can be obtained on application to Secretary stating number required.



**PRIZE LIST**  
OF  
**AGRICULTURAL SHOW AND EXHIBITION OF ARTS AND MANUFACTURES**  
TO BE HELD AT  
**AKOLAH IN JANUARY 1868.**

LIVE STOCK.		1st Prize.	2nd Prize.	Total.
<b>GROUP I.—Live Stock.</b>				
<b>CLASS I.—CATTLE.</b>		<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1.	For the best Bull, owned and bred by a resident in Berar, over 2 and under 5 years of age	100	50	150
2.	For the best Bull, owned by a resident in Berar, bred anywhere, over 2 and under 5 years of age	30	...	30
3.	For the best Bull of any age, open to all comers	50	20	70
4.	For the best Milch Cow with Calf at foot, owned and bred by a resident in Berar, and under 7 years of age	70	40	110
5.	For the best Milch Cow with Calf at foot, owned by a resident in Berar, bred anywhere	50	25	75
6.	For the best pair of draught Bullocks, not less than 54 inches in height, bred and owned by a resident in Berar	90	50	140
7.	For the best pair of draught Bullocks of any height, open to all comers	60	30	90
8.	Ditto Buffaloe Bull	30	15	45
9.	Ditto Cow with Calf at foot	30	15	45
10.	Ditto plough Bullocks	50	30	80
Total amount of Prizes in Class I.		560	275	835
<b>CLASS II.—HORSES AND PONIES.</b>				
1.	For the best Stallion, open to all comers	100	50	150
2.	For the best Brood Mare (of any breed) with Foal at foot or in Foal, or certified to be kept for breeding purposes, by a resident in Berar	70	40	110
3.	For the best Colt or Filly, not over 2 years old, bred in Berar	40	20	60
4.	Ditto Poney or Galloway, over 12½ and under 14 hands	50	30	80
5.	Ditto Ass	25	20	45
6.	Ditto Mule	35	20	55
Total amount of Prizes in Class II.		320	180	500
<b>CLASS III.—SHEEP AND GOATS.</b>				
1.	For the best Ram of any Indian breed, other than fighting Rams	40	30	70
2.	Ditto Ewe of Indian breed	30	...	30
3.	Ditto Ram of any English breed	40	...	40
4.	Ditto Ewe ditto	30	...	30
5.	Ditto Ewe, to be exhibited in pens of 4, full-mouthed	30	20	50
6.	Ditto Lambs	20	10	30
7.	Ditto Sheep Goat, in milk, short-haired	20	10	30
8.	Ditto ditto long-haired	20	10	30
9.	Ditto ditto Buck-Goat	20	10	30
Total amount of Prizes in Class III.		250	90	340
<b>CLASS IV.—POULTRY AND FOWLS.</b>				
1.	Pen of five Fowls, country bred (1 Cock, 4 Hens)	15	10	25
2.	Ditto Game Fowls, country bred	15	10	25
3.	Ditto Fancy Fowls, country bred (1 Cock, 4 Hens)	10	5	15
4.	Pen of Fancy Fowls imported (1 Cock, 4 Hens)	10	...	10
<b>GUINEA FOWLS.</b>				
Pen of Guinea Fowls (1 Cock, 3 Hens) of any color		10	5	15
<b>TURKEYS.</b>				
1.	Pen of four Turkeys (1 Cock, 3 Hens) of any color	10	5	15
2.	Best single Cock Bird	5	...	5
3.	Ditto Hen Bird	5	...	5
<b>GESE.</b>				
1.	Pen of 1 Gander and 3 Geese	10	5	15
2.	Best Gander	5	...	5
3.	Best Goose	5	...	5
Carried over		100	40	140

GROUP I.—LIVE STOCK,—concluded.						1st Prize.	2nd Prize.	Total.
						Rs.	Rs.	Rs.
Brought forward						100	40	140
DUCKS.								
1.	Pen of 1 Drake and 3 Ducks	...	...	...	...	10	5	15
2.	Best Drake	...	...	...	...	5	...	5
3.	Best Duck	...	...	...	...	5	...	5
PIGEONS.								
	Best cage of 3 pairs of different sorts	...	...	...	...	10	5	15
RABBITS.								
	Best cage of 4 Rabbits of any breed	...	...	...	...	10	5	15
Total amount of Prizes in Class IV.						140	55	195
ABSTRACT OF GROUP I.								
Total amount of Prizes in Class I.						...	...	885
Ditto ditto " II.						...	...	500
Ditto ditto " III.						...	...	340
Ditto ditto " IV.						...	...	195
Total						...	...	1,870
GROUP II.—Machinery and Implements used in Agriculture, Irrigation, or Manufactures of any kind.								
CLASS V.—PRIME MOVERS.								
1.	For the best Stationary Steam Engine, &c., complete, of any size, adapted to Agricultural purposes	...	...	...	...	250	...	250
2.	For the best portable ditto ditto on wheels	...	...	...	...	250	...	250
3.	Ditto Wind-power Engine for raising water or turning a Mill	...	...	...	...	50	...	50
4.	Ditto Traction Engine, complete of any size, adapted to Agricultural purposes	...	...	...	...	250	...	250
Total amount of Prizes in Class V.						800	...	800
CLASS VI.—IMPLEMENTS FOR TILLAGE AND HARVESTING.								
1.	For the best light Plough suited for one horse, or a pair of bullocks, to be used for general purposes	...	...	...	...	40	...	40
2.	For the best Native or country made Plough, suited to a pair of ordinary bullocks	...	...	...	...	30	15	45
3.	Ditto Harrow for light land, suitable to a pair of ordinary bullocks	...	...	...	...	20	10	30
4.	For the best Cultivator, Grubber, or Scarifier of light construction, and for use with a poney or single bullock to work between Tea or Cotton rows, and for general purposes	...	...	...	...	20	10	30
5.	For the best collection of Hand Tools used in preparing the ground	...	...	...	...	30	...	30
6.	Ditto Harvesting Machine	...	...	...	...	30	...	30
Total amount of Prizes in Class VI.						170	35	205
CLASS VII.—IMPLEMENTS AND MACHINES FOR SOWING.								
Total amount of Prizes in Class VII.						...	...	100
CLASS VIII.—MACHINES FOR IRRIGATION.								
1.	For the best Pump to be worked by cattle	...	...	...	...	100	...	100
2.	Ditto Pump to be worked by steam or water-power	...	...	...	...	100	...	100
3.	Ditto Hand Pump, adapted to Native use	...	...	...	...	50	...	50
Total amount of Prizes in Class VIII.						250	...	250
CLASS IX.—IMPLEMENTS FOR PREPARING PRODUCE FOR THE MARKET.								
1.	For the best Thrashing Machine of moderate size, to be worked by cattle-power and suited to wheat, oats, paddy, &c.	...	...	...	...	80	...	80
2.	For the best Fanner for winnowing grain	...	...	...	...	35	...	35
3.	Ditto Maize or Indian Corn sheller, to be worked by hand-power	...	...	...	...	30	...	30
4.	Ditto Machine for expressing the Juice of the Sugar-Cane	...	...	...	...	50	...	50
5.	Ditto Native ditto ditto	...	...	...	...	50	...	50
6.	Ditto Oil Mill of Native construction	...	...	...	...	35	...	35
7.	Ditto Rice-cleaning Machine	...	...	...	...	40	...	40
8.	Ditto Flour Mill of any description	...	...	...	...	50	...	50
9.	Ditto Hand Flour Mill of Native construction	...	...	...	...	20	...	20
Total amount of Prizes in Class IX.						390	...	390
CLASS X.—FARM-YARD AND DAIRY IMPLEMENTS.								
1.	For the best collection of feeding Troughs for Cattle, Sheep, and Fowls	...	...	...	...	30	...	30
2.	Ditto Churn—European or Foreign	...	...	...	...	15	...	15
3.	Ditto country-made Churn	...	...	...	...	10	...	10
Total amount of Prizes in Class X.						55	...	55

GROUP II.—MACHINERY, IMPLEMENTS, &c.,—concluded.						1st Prize.	2nd Prize.	Total.
CLASS XI.—MISCELLANEOUS MACHINERY AND IMPLEMENTS NOT INCLUDED IN THE ABOVE.						Rs.	Rs.	Rs.
1.	For the best Cotton Gin	...	...	...	...	100	25	125
2.	Ditto Native Cotton Gin	...	...	...	...	50	25	75
3.	Ditto Cotton Press	...	...	...	...	100	25	125
4.	Ditto Oil Mill	...	...	...	...	100	25	125
5.	Ditto Flax and Hemp Machinery	...	...	...	...	50	...	50
6.	Ditto Silk-Reeling Machine	...	...	...	...	25	...	25
7.	Ditto Collection of Galvanized Iron Utensils, &c.	...	...	...	...	100	25	125
8.	Ditto Apparatus for making Ice	...	...	...	...	100	10	110
9.	Ditto Self-acting full-sized Punkah	...	...	...	...	25	...	25
10.	Ditto Mowing Machine	...	...	...	...	50	...	50
11.	Ditto Chaff Cutter	...	...	...	...	25	...	25
12.	Ditto Grain Bruiser	...	...	...	...	25	...	25
13.	Ditto Circular Band or Vertical Saws	...	...	...	...	50	...	50
14.	Ditto Planing and Moulding Machines	...	...	...	...	100	25	125
15.	Ditto Implements used in Glass-making and Pottery	...	...	...	...	25	10	35
16.	Ditto Models of any Machinery	...	...	...	...	25	...	25
17.	Ditto Printing Presses and Printers' implements	...	...	...	...	50	10	60
18.	Ditto Scientific and Musical Instruments, &c., &c., &c.	...	...	...	...	50	25	75
19.	Ditto Oil Cake-Breaker	...	...	...	...	25	...	25
20.	Ditto Portable Oil Gas apparatus	...	...	...	...	100	25	125
21.	Ditto Brick Machine	...	...	...	...	50	25	75
22.	Ditto Twine and Rope-making Machines	...	...	...	...	25	...	25
23.	Ditto Collection of Engineers' Tools	...	...	...	...	25	10	35
24.	Ditto Soda Water Machine	...	...	...	...	50	25	75
25.	Ditto Steam Fire Engine	...	...	...	...	100	...	100
26.	Ditto Mincing Machine	...	...	...	...	25	...	25
The following prizes will be given, viz. :—								
8 Prizes of Rupees 100 each.								
8 ditto " 50 "								
20 ditto " 25 "								
4 ditto " 10 "								
Total amount of Prizes in Class XI.						1,450	290	1,740
ABSTRACT OF GROUP II.								
Total amount of Prizes in Class V.								800
Ditto ditto " VI.								205
Ditto ditto " VII.								100
Ditto ditto " VIII.								250
Ditto ditto " IX.								390
Ditto ditto " X.								55
Ditto ditto " XI.								1,740
Total								3,540
AGRICULTURAL AND DAIRY PRODUCE, AND RAW MATERIAL USED FOR FOOD, MANUFACTURES, PHARMACY, &c.								
GROUP III.—Agricultural and Dairy Produce, and Raw Material.								
CLASS XII.—COUNTRY DAIRY PRODUCE.								
1.	Fresh Butter, not less than 2lbs. in weight	...	...	...	...	10	...	10
2.	Jar of Salt Butter, not less than 5lbs. in weight	...	...	...	...	10	...	10
3.	Cheese of not less than 4lbs in weight	...	...	...	...	10	...	10
4.	Cheese Cream of not less than 2lbs. in weight	...	...	...	...	5	...	5
5.	Ghee, Cow's, not less than 20 seers in weight	...	...	...	...	15	...	15
6.	Ditto Buffalo's ditto ditto	...	...	...	...	10	...	10
N. B.—All Dairy produce must be brought and exhibited on the first day of show.								
Total amount of Prizes in Class XII.						60	...	60
CLASS XIII.—GRAIN.								
To be exhibited in samples of 2 seers, as certified samples of not less than 10 maunds.								
1.	Wheat	...	...	...	...	20	...	20
2.	Barley	...	...	...	...	10	...	10
3.	Oats	...	...	...	...	10	...	10
4.	Indian-corn	...	...	...	...	20	...	20
5.	Bajree	...	...	...	...	10	...	10
6.	Jowar	...	...	...	...	20	...	20
7.	Rice { Table ...	...	...	...	...	20	...	20
	{ Common	...	...	...	...	10	...	10
Total amount of Prizes in Class XIII.						120	...	120



## GROUP III.—AGRICULTURAL AND DAIRY PRODUCE, &amp;c.—continued.

	1st Prize.	2nd Prize.	Total.
<b>CLASS XIV.—PULSE.</b>			
To be exhibited in samples of 2 seers, as certified samples of not less than 5 maunds.			
1. Gram	Rs. 20	Rs. ...	Rs. 20
2. Peas	20	...	20
3. Best collection of Dāls, five or more varieties	20	...	20
Total amount of Prizes in Class XIV.	60	...	60
<b>CLASS XV.—TUBERS.</b>			
To be exhibited in samples of 2 seers as samples of 5 maunds.			
1. Potatoes (5 seers as samples of 5 maunds)	20	...	20
2. Sweet Potatoes ditto of 5 ditto	6	...	6
3. Turmeric ditto of 1 maund	12	...	12
4. Ginger ditto of 1 ditto	12	...	12
5. Arrowroot ditto of 1 ditto	12	...	12
6. Yams ditto of 1 ditto	8	...	8
Total amount of Prizes in Class XV.	70	...	70
<b>CLASS XVI.—FIBRES.</b>			
To be exhibited in samples of 5 seers, as certified samples of not less than 5 maunds.			
1. Flax	30	...	30
2. Patum (Hibiscus cannabinus)	15	...	15
3. Sunn (of Sunnace plant)	15	...	15
4. Bhung (real Hemp)	15	...	15
5. Any other fibre	10	...	10
Total amount of Prizes in Class XVI.	85	...	85
<b>CLASS XVII.—COTTON.</b>			
The Cotton to be exhibited in samples of 2 seers as samples of not less than 5 maunds, each sample to be composed of a portion cleaned and a portion uncleanned.			
(A.) Hybrid Cotton ..	50	...	50
1. New Orleans	30	...	30
2. Egyptian	30	...	30
3. Peruvian	30	...	30
4. Indigenous Dharwar	30	...	30
5. Ditto Berar	30	...	30
6. Ditto common	30	...	30
Total amount of Prizes in Class XVII.	230	...	230
<b>CLASS XVIII.—RAW SILK.</b>			
To be exhibited as Silk on the Cocoon, in quantities of 100 Cocoons for 1st, 50 Cocoons for 2nd, and 20 Cocoons for 3rd Prize.			
1. Cashmere	25	...	25
2. China or other kind	25	...	25
3. Tusseh	25	...	25
4. Reeled Silk, not less than 1lb	25	...	25
5. Reeled Tusseh Silk, not less than 1lb	10	...	10
Total amount of Prizes in Class XVIII.	110	...	110
<b>CLASS XIX.—DYES.</b>			
To be exhibited in samples of 1 seer, as certified samples of not less than 5 seers.			
1. Safflower	10	...	10
2. Lacdye	25	...	25
3. Indigo, produce of Berar	20	...	20
4. Al (Morinda citrifolia)	20	...	20
Total amount of Prizes in Class XIX.	75	...	75
<b>CLASS XX.—OIL SEEDS.</b>			
To be exhibited in samples of 2 seers as certified samples of 5 maunds.			
1. Linseed	20	...	20
2. Mustard	10	...	10
3. Til Seed	10	...	10
4. Castor Seed	15	...	15
5. Mhowa Nut	10	...	10
6. Kusoom Seed (Barré)	10	...	10
7. Poppy Seed	10	...	10
8. Cotton Seed	10	...	10
Total amount of Prizes in Class XX.	95	...	95

GROUP III.—AGRICULTURAL AND MATERIAL, &c.,—continued.						1st Prize.	2nd Prize.	Total.
CLASS XXI.—TOBACCO.						Rs.	Rs.	Rs.
To be exhibited in leaf well dried, in samples of 5 seers.								
1. Native	...	...	...	...	...	15	...	15
2. Foreign	...	...	...	...	...	15	...	15
Total amount of Prizes in Class XXI.						30	...	30
CLASS XXII.—SUGAR-CANE.								
Ten Canes as sample of the produce of not less than one beegah.								
1. Ordinary Cane used for manufacturing Sugar	...	...	...	...	...	15	...	15
2. Pounds, or Otaheite Canes	...	...	...	...	...	15	...	15
Total amount of Prizes in Class XXII.						30	...	30
CLASS XXIII.—HONEY AND WAX.								
1. Honey in the Comb (sample of 2 seers)	...	...	...	...	...	15	...	15
2. Wax, unbleached (ditto)	...	...	...	...	...	10	...	10
Total amount of Prizes in Class XXIII.						25	...	25
CLASS XXIV.—WOOL.								
1. Wool the produce of foreign Sheep, not less than 2 seers	...	...	...	...	...	30	...	30
2. Ditto indigenous Sheep ditto	...	...	...	...	...	25	...	25
Total amount of Prizes in Class XXIV.						55	...	55
CLASS XXV.—CHEMICAL AND PHARMACEUTICAL SUBSTANCES.								
(a). Animal	...	...	...	...	...	...	...	20
(b). Vegetable	...	...	...	...	...	...	...	50
(c). Mineral	...	...	...	...	...	...	...	30
Total amount of Prizes in Class XXV.						...	...	100
CLASS XXVI.—SUBSTANCES USED FOR FOOD AND MANUFACTURES, &c.								
A.—Dried Fruits, Preserves, Pickles, &c.								
1. Best collection of Central Asian dried Fruits, in samples of 2 seers each, of at least 4 kinds, such as Apricots (Khobanee), Figs, Damsons (Aloo Bokhara), and Raisins.	...	...	...	...	...	10	...	10
2. Best collection of Central Asian dried Nuts, of at least 4 kinds, such as Walnuts, Pistachio, Almonds, and Filberts	...	...	...	...	...	10	...	10
3. Best collection of Indian Nuts, in samples of Cocoanuts (10), Cashewnut, Arocanut, Chirunjee, Earthnut (2 seers each)	...	...	...	...	...	20	...	20
4. Dried Mhowa Flowers, 2 seers	...	...	...	...	...	5	...	5
5. Best collection of Delhi, Lucknow, or other Indian Preserves, of 5 kinds, such as Mango, Apple, Orange or Citron, Pine Apple, Tamarind	...	...	...	...	...	20	...	20
6. Best collection of Indian Jellies and Jams, of 3 kinds, such as Cape Gooseberry, Guava, Roselle	...	...	...	...	...	10	...	10
7. Best collection of Indian Pickles, of 3 kinds, such as Mango, Lime, Aonla; and of 2 kinds Chutnies	...	...	...	...	...	10	...	10
8. Best collection of Indian preserved or Salted Fish, of 3 kinds	...	...	...	...	...	10	...	10
9. Best collection of dried Mango (Amchoer), and inspissated Mango Juice (Amsoth) 2 seers each	...	...	...	...	...	5	...	5
10. For the best collection of Oilman's Stores	...	...	...	...	...	50	...	50
B.—Tea and Coffee.								
1. Best specimen of Indian Tea, in a sample of 2 lbs.	...	...	...	...	...	20	...	20
2. Best specimen of Indian Coffee, in a sample of 2 lbs.	...	...	...	...	...	15	...	15
C.—Spices.								
Best collection of Indian Spices of 5 kinds, such as Long Pepper (Pippul), Cardimum Seed (Zeera), Dill (Uzwayun)						15	...	15
D.—Saccharine Produce.								
1. Sugarcandy, in a sample of 5 seers	...	...	...	...	...	10	...	10
2. Refined Leaf Sugar ditto ditto	...	...	...	...	...	10	...	10
3. Soft Sugar ditto ditto	...	...	...	...	...	10	...	10
4. Gaur or Jaggory ditto ditto	...	...	...	...	...	5	...	5
5. Molasses ditto ditto	...	...	...	...	...	5	...	5
6. Best collection of Indian Confectionery, of not less than 5 kinds, to be exhibited on 1st and 2nd days of the Exhibition	...	...	...	...	...	10	...	10
Carried over						250	...	250

GROUP III.—concluded.						1st Prize.	2nd Prize.	Total.
						Rs.	Rs.	Rs.
<i>Miscellaneous.</i>						250	...	250
Brought over								
e. Fixed Oils	...	...	...	...	...	30	...	30
f. Essential Oils	...	...	...	...	...	30	...	30
g. Dyes	...	...	...	...	...	40	...	40
h. Mordants	...	...	...	...	...	30	...	30
i. Miscellaneous	...	...	...	...	...	25	...	25
Total amount of Prizes in Class XXVI.						405	...	405
<b>ABSTRACT OF GROUP III.</b>								
Total amount of Prizes in Class	XII.	...	...	...	...	...	...	60
Ditto	ditto	"	XIII.	...	...	...	...	120
Ditto	ditto	"	XIV.	...	...	...	...	60
Ditto	ditto	"	XV.	...	...	...	...	70
Ditto	ditto	"	XVI.	...	...	...	...	85
Ditto	ditto	"	XVII.	...	...	...	...	230
Ditto	ditto	"	XVIII.	...	...	...	...	110
Ditto	ditto	"	XIX.	...	...	...	...	75
Ditto	ditto	"	XX.	...	...	...	...	95
Ditto	ditto	"	XXI.	...	...	...	...	30
Ditto	ditto	"	XXII.	...	...	...	...	30
Ditto	ditto	"	XXIII.	...	...	...	...	25
Ditto	ditto	"	XXIV.	...	...	...	...	55
Ditto	ditto	"	XXV.	...	...	...	...	100
Ditto	ditto	"	XXVI.	...	...	...	...	405
Total						...	...	1,550
<b>GROUP IV.—Forest and Mineral Products of India.</b>								
<b>CLASS XXVII.—FOREST PRODUCE.</b>								
1.	For the best collection of samples of indigenous building timber	...	...	...	...	...	...	80
2.	Ditto ditto ditto fancy woods	...	...	...	...	...	...	70
N. B.—In the above classes, specimens to be of the following dimensions:— 3-feet long by 3 feet in square section.								
3.	For the best collection of minor forest produce, such as Gums, &c.	...	...	...	...	...	...	50
Total amount of Prizes in Class XXVII.						...	...	200
<b>CLASS XXVIII.—MINERAL PRODUCTS.</b>								
1.	For the best specimen of indigenous Iron ore in the crude and smelted states	...	...	...	...	...	...	60
2.	For the best specimen of indigenous Ore, such as Gold, Copper, Manganese, Red Ochre, &c., in the crude and worked states	...	...	...	...	...	...	80
3.	For the best specimen of indigenous Coal	...	...	...	...	...	...	40
4.	For the best collection of indigenous Gems and Precious Stones (unset)	...	...	...	...	...	...	60
5.	For the best collection of any other mineral products	...	...	...	...	...	...	60
Total amount of Prizes in Class XXVIII.						...	...	300
<b>ABSTRACT OF GROUP IV.</b>								
Total amount of Prizes in Class	XXVII.	...	...	...	...	...	...	200
Ditto	ditto	"	XXVIII.	...	...	...	...	300
Total						...	...	500
<b>GROUP V.—Manufactures.</b>								
<b>CLASS XXIX.—COTTON FABRICS.</b>								
1.	Muslin	...	...	...	...	50	25	75
2.	Piece Goods of all sorts	...	...	...	...	100	50	150
3.	Thread (Barat)	...	...	...	...	50	...	50
4.	Ditto (Indin)	...	...	...	...	25	...	25
5.	For a best single-poled tent	...	...	...	...	150	...	150
6.	Ditto Hill Tent	...	...	...	...	100	...	100
7.	Beehaba and Bath-room Tent	...	...	...	...	50	...	50
N. B.—All tents to be new.								
Total amount of Prizes in Class XXIX.						525	75	600
<b>CLASS XXX.—WOOLLEN MANUFACTURES.</b>								
1.	Woolen or Felt	...	...	...	...	25	...	25
2.	Flannel	...	...	...	...	25	...	25
3.	Blankets	...	...	...	...	25	...	25
4.	Carpets	...	...	...	...	50	25	75
5.	Rugs	...	...	...	...	25	...	25
Total amount of Prizes in Class XXX.						150	25	175



GROUP V.—MANUFACTURES,—continued.						1st Prize.	2nd Prize.	Total.
CLASS XXXI.—SILK MANUFACTURES.						Rs.	Rs.	Rs.
1.	Silk in piece	...	...	...	...	50	...	50
2.	Ditto plain	...	...	...	...	50	...	50
3.	Ditto colored	...	...	...	...	50	...	50
4.	Ditto Tussor	{ plain	...	...	...	25	...	25
		{ colored	...	...	...	25	...	25
	Puggoon	...	...	...	...	50	25	75
	Scarfs, &c.	...	...	...	...			
	Wearing apparel	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXI.						275	25	300
CLASS XXXII.—FIBROUS MANUFACTURES.								
1.	Canvas	...	...	...	...	25	...	25
2.	Gunny	...	...	...	...	25	...	25
3.	Rope	...	...	...	...	25	...	25
4.	Linon	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXII.						100	...	100
CLASS XXXIII.—EMBROIDERED MANUFACTURES.								
1.	Shawls	...	...	...	...	75	25	100
2.	Embroidered Cloth	...	...	...	...	50	25	75
3.	Silk, Muslin, &c.	...	...	...	...	50	25	75
Total amount of Prizes in Class XXXIII.						175	75	250
CLASS XXXIV.—HARDWARE AND CUTLERY.								
1.	Brass	...	...	...	...	25	...	25
2.	Cropper	...	...	...	...	25	...	25
3.	Iron	...	...	...	...	25	...	25
4.	Steel	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXIV.						100	...	100
CLASS XXXV.—POTTERY, BRICKS, &c.								
1.	Earthen Vessels, useful	...	...	...	...	25	...	25
2.	Bricks	...	...	...	...	25	...	25
3.	Fire Bricks	...	...	...	...	25	...	25
4.	Tiles	...	...	...	...	25	...	25
5.	Paving Tiles	...	...	...	...	25	...	25
6.	Pipes	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXV.						150	...	150
CLASS XXXVI.—GLASS MANUFACTURES.								
1.	Glass	...	...	...	...	25	...	25
2.	Rock-crystal	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXVI.						50	...	50
CLASS XXXVII.—FURNITURE, UPHOLSTERY, &c.								
1.	Native Manufactures	...	...	...	...	50	25	75
2.	European Manufactures	...	...	...	...	100	25	125
Total amount of Prizes in Class XXXVII.						150	50	200
CLASS XXXVIII.—LEATHER MANUFACTURES.								
1.	Leather	...	...	...	...	25	...	25
2.	Saddlery	...	...	...	...	25	...	25
3.	Harness	...	...	...	...	25	...	25
4.	Boots and Shoes	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXVIII.						100	...	100
CLASS XXXIX.—PAPER.								
1.	Paper manufactured in India	...	...	...	...	25	...	25
2.	Velum	...	...	...	...	25	...	25
Total amount of Prizes in Class XXXIX.						50	...	50

GROUP V.—MANUFACTURES,—concluded.						1st Prize.	2nd Prize.	Total.
CLASS XL.—ARMS AND ACCOUTREMENTS.						Rs.	Rs.	Rs.
1.	Fire-arms, European	...	...	...	...	25	...	25
2.	Ditto Native	...	...	...	...	15	...	15
3.	Swords	...	...	...	...	10	...	10
4.	Daggers	...	...	...	...	10	...	10
5.	Knives	...	...	...	...	10	...	10
6.	Spears	...	...	...	...	10	...	10
7.	Flag-spears	...	...	...	...	10	...	10
8.	Armour	...	...	...	...	10	...	10
Total amount of Prizes in Class XL.						100	...	100
CLASS XLI.—CONVEYANCES.								
1.	Carriages, Dog-carts, Buggies, &c., on European models, must be new	...	...	...	...	75	50	125
2.	Ringoes	...	...	...	...	25	...	25
3.	Bykes	...	...	...	...	25	...	25
4.	Ekhias	...	...	...	...	25	...	25
5.	Bullock Bandies	...	...	...	...	50	25	75
6.	Tongas	...	...	...	...	25	...	25
Total amount of Prizes in Class XLI.						225	75	300
CLASS XLII.—BASKET-WORK AND MATTING.								
Total amount of Prizes in Class XLII.						...	...	100
CLASS XLIII.—MANUFACTURES NOT INCLUDED IN THE ABOVE.								
Total amount of Prizes in Class XLIII.						...	...	130
ABSTRACT OF GROUP V.								
Total amount of Prizes in Class	XXIX.	...	...	...	...	...	...	600
Ditto ditto	XXX.	...	...	...	...	...	...	175
Ditto ditto	XXXI.	...	...	...	...	...	...	300
Ditto ditto	XXXII.	...	...	...	...	...	...	100
Ditto ditto	XXXIII.	...	...	...	...	...	...	250
Ditto ditto	XXXIV.	...	...	...	...	...	...	100
Ditto ditto	XXXV.	...	...	...	...	...	...	150
Ditto ditto	XXXVI.	...	...	...	...	...	...	50
Ditto ditto	XXXVII.	...	...	...	...	...	...	200
Ditto ditto	XXXVIII.	...	...	...	...	...	...	100
Ditto ditto	XXXIX.	...	...	...	...	...	...	50
Ditto ditto	XL.	...	...	...	...	...	...	100
Ditto ditto	XLI.	...	...	...	...	...	...	300
Ditto ditto	XLII.	...	...	...	...	...	...	100
Ditto ditto	XLIII.	...	...	...	...	...	...	150
Total						...	...	2,705
GROUP VI.—Fine Arts.								
CLASS XLIV.—MODELS AND STATUARY.								
Total amount of Prizes in Class XLIV.						...	...	100
CLASS XLV.—ENGRAVING, PRINTING, BOOK-BINDING AND LITHOGRAPHY.								
Total amount of Prizes in Class XLV.						...	...	100
CLASS XLVI.—PHOTOGRAPHY.								
Total amount of Prizes in Class XLVI.						...	...	200
CLASS XLVII.—MANUSCRIPTS, DRAWINGS AND PAINTINGS.								
Total amount of Prizes in Class XLVII.						...	...	200
CLASS XLVIII.—FINE ARTS NOT INCLUDED IN THE ABOVE, SUCH AS JEWELLERY AND ENAMEL, MOSAIC, PORCELAIN, ORNAMENTAL CARVING, AND FANCY-WORK OF ALL DESCRIPTIONS.								
Total amount of Prizes in Class XLVIII.						...	...	400
ABSTRACT OF GROUP VI.								
Total amount of Prizes in Class	XLIV.	...	...	...	...	...	...	100
Ditto ditto	XLV.	...	...	...	...	...	...	100
Ditto ditto	XLVI.	...	...	...	...	...	...	200
Ditto ditto	XLVII.	...	...	...	...	...	...	200
Ditto ditto	XLVIII.	...	...	...	...	...	...	400
Total						...	...	1,000

## GENERAL ABSTRACT.

GROUPS.		Total Amount of Prizes.
		Rs.
GROUP I.—LIVE STOCK	...	1,870
" II.—MACHINERY AND IMPLEMENTS IN AGRICULTURE, &c.	...	3,510
" III.—AGRICULTURAL AND DAIRY PRODUCE, AND RAW MATERIAL USED FOR FOOD, MANUFACTURES, &c.	...	1,550
" IV.—FOREST AND MINERAL PRODUCTS OF INDIA	...	500
" V.—MANUFACTURES	...	2,705
" VI.—FINE ARTS	...	1,000
GRAND TOTAL OF PRIZES IN ALL GROUPS		11,165

R. BULLOCK, Lieutenant,  
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# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, SEPTEMBER 28, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

*Simla, the 18th September 1867.*

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

## THE INDIAN NEGOTIABLE INSTRUMENTS' BILL.

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*A Bill to define and amend the Law relating to Promissory Notes, Bills of Exchange and Cheques.*

WHEREAS it is expedient to define and amend the law relating to Promissory Notes, Bills of Exchange and Cheques; it is hereby enacted as follows:—

**I.—Nature and Incidents.**

1. A promissory note is an instrument where "Promissory note" defined. by the maker engages to pay money to another;

A bill of exchange is an instrument whereby a "Bill" defined. person is ordered to pay money to another;

A cheque is an instrument whereby a person is "Cheque" defined. ordered to pay money which he holds at the disposal of the person who gives the order.

2. If the amount promised or ordered to be paid is stated differently in figures and in words, the sum stated in words shall be understood to be the amount promised or ordered to be paid.

Where amount is stated differently in figures and in words.

3. A promissory note, bill of exchange, or cheque—

(1.) Must be signed by the maker, or be signed in his name by his agent authorized in that behalf;

(2.) Must specify the sum of money to be paid, and whether it is to be paid at once or by instalments;

(3.) Must not make the payment depend upon the performance of any reciprocal engagement, or upon the happening of an event which may never happen;

(4.) Must not promise or order the delivery of anything in addition to money.

4. The maker may sign by stamp or by a seal "Signature by stamp or seal." when either is commonly used by him for similar purposes.

5. A promissory note, bill of exchange, or cheque which is payable to the bearer of the instrument, or to a person mentioned in the instrument or his order, or to the order of a person mentioned in the instrument; or to "Negotiable instrument" defined. or to "or order," is called a negotiable instrument.

6. Where a person is ordered by a bill of exchange or a cheque to pay a sum of money, he is called the drawee; and if he writes his assent upon the instrument, he is called the acceptor.

The possessor of a promissory note, bill of exchange, or cheque, who has acquired it in accordance with the following rules, is called its holder.

7. An instrument is negotiated when the holder transfers it to another person with the effect of constituting that other person the holder.

8. The person to whom or to whose order the money is to be paid, if designated in the instrument otherwise than by the word "bearer," "Payee" defined. is called the payee.

When an instrument is negotiated.

"Drawee," "acceptor," and "holder" defined.

9. When a negotiable instrument is made payable to "or payee's name left blank," the holder of such instrument may fill up the blank with his own name, or that of any other person.

10. Where a promissory note is signed by two persons, and it appears on the face of it that one of them subscribes only to an alternative liability, such one is not liable on the note as maker, but is liable as guaranteeing its payment by the maker.

Subscribing to alternative liability.

*Illustration.*

A promissory note is signed by two persons with the words "or else" between the two signatures, in the following form:—

I., Richard Roe, promise to pay John Smith 1,000 Rupees. Richard Roe, or else John Styles.

Richard Roe is alone liable as maker, John Styles is liable as guaranteeing the payment of the note by Richard Roe.

11. Bills of exchange may be made in sets, and when so made, are subject to the provisions contained in Schedule A., hereto annexed.

12. Unless the contrary appears, every promissory note, bill of exchange, and cheque shall be deemed to have been made for good and lawful consideration:

Unless the contrary appears, the holder of a promissory note, bill of exchange, or cheque, shall be deemed to have acquired it for good and lawful consideration, before the amount mentioned in the instrument became payable, and without knowing of any defect in the title. One who has so acquired it, is called a holder in due course, and his title is not impaired by any defect in the title of the transferor.

13. A person who is not of the age of majority according to the law to which he is subject, may be the owner of a promissory note, bill of exchange or cheque.

Minors may own notes, bills, or cheques.

**II.—Parties.**

14. A signer of a promissory note, bill of exchange, or cheque, is liable thereupon, notwithstanding that some other signer may have been incapable by law of incurring such liability.

15. An agent who signs his name to a promissory note, bill of exchange, or cheque, without indicating thereon that he signs as agent, or that he does not intend thereby to incur personal responsibility, is liable personally on the instrument.

A principal is not bound by the signature of his agent to a promissory note, bill of exchange, or cheque, unless the principal is named therein as the party bound.

Non-liability of principal.

16. A person who, without authority, signs the name of another to a promissory note, bill of exchange, or cheque, incurs thereby the same responsibility as the person whose name is so signed would have done if he had authorized the signature.

Liability of person signing without authority.

*Illustration.*

A., a merchant in Calcutta, directs his agent B. at Benares, to buy for him 50 bales of silk, and promises B. to remit the amount of the purchase-money immediately.

The purchaser requires payment by a bill of exchange; B., intending to benefit A., signs A.'s name to a bill of exchange as its acceptor. A. repudiates the transaction. B. is personally liable on the instrument as principal.

17. The drawer of a bill of exchange warrants to the person to whom he transfers it that it shall be accepted and paid according to its tenor, or that the drawer will make such compensation as these rules prescribe.

18. The holder of a negotiable instrument payable to bearer may negotiate it without any additional writing.

*Illustrations.*

(a.) A., the holder of a negotiable instrument payable to bearer, delivers it to B.'s agent to keep for B. The instrument has been negotiated.

(b.) A., the holder of a negotiable instrument payable to bearer which is in the hands of A.'s banker, who is at the same time the banker of B., directs the banker to transfer the instrument to B.'s credit in the banker's account with B.

The banker does so, and accordingly now possesses the instrument as B.'s agent. The instrument has been negotiated, and B. has become the holder of it.

**III.—Indorsement.**

19. A promissory note, bill of exchange, or cheque payable to the order of a specified person, or to a specified person or order, is called an instrument payable to order, such instrument cannot be negotiated without indorsement.

If the holder of such an instrument delivers it to another person without indorsing it, but with the intent to part with the ownership thereof, that person acquires all the rights which such holder had, except the right of negotiation; but he can only enforce his rights in the name of such holder.

20. A promissory note, bill of exchange or cheque is indorsed when the holder signs his name thereon.

When the signature is accompanied by words directing the amount of the instrument to be paid to a specified person, or to be paid to the order of a specified person, or to be paid to a specified person or order, the indorsement is said to be in full, and the person indicated is called the indorsee.

When the signature is accompanied by no such words, the indorsement is said to be in blank.

21. When indorsement is spoken of in any of these Rules, indorsement followed by negotiation is to be understood, unless the contrary is expressed.

22. When the holder of a negotiable instrument payable to order signs it as if to indorse it, but dies before he has given full effect to such intent, his representative cannot do so by merely delivering the instrument.

The several engagements entered into by the maker, the acceptor, and the indorser of a negotiable instrument are called negotiable engagements.

23. No writing on a negotiable instrument is valid for the purpose of negotiation, if such writing purports to transfer only a part of the amount of the instrument.

Transfer of part of amount.

24. Where an instrument was made negotiable originally, the absence in an indorsement of words implying power to transfer does not limit the negotiable effect of such indorsement.

Negotiable instrument indorsed without words implying power to transfer.

*Illustration.*

A bill is drawn payable to A. or order. A. indorses it to B., the indorsement not containing the words "or order," or any equivalent words, B. may negotiate the instrument.

25. An instrument on being indorsed in blank becomes payable to the bearer, even though it was previously payable to order.

Effect of indorsement in blank.

26. A negotiable instrument may also be indorsed, although it was made in the body payable to bearer.

Indorsement of instrument payable to bearer.

27. When a negotiable instrument is made payable to two persons or is indorsed to them in full, one of the two cannot make a valid indorsement by signing his own name alone.

Indorsement by plurality of holders.

28. A person who indorses a negotiable instrument binds himself thereby to every subsequent holder, that in case the drawee shall refuse to accept, or the maker or the drawee shall refuse to pay it when duly presented, he, the indorser, will, on receiving due notice thereof, make such compensation to the holder as these rules prescribe.

Indorser's liability.

29. The indorsement of a negotiable instrument transfers to the indorsee the property therein with the right of further negotiation; but the indorsement may, by express words, be restrained to a transfer of the property without such right, or may merely constitute the indorsee an agent to indorse the instrument, or to receive its contents for the indorser, or for some other specified person.

Effect of indorsement.

*Illustrations.*

B. signs the following indorsements on different negotiable instruments:—

- (a.) "Pay the contents to C. only."
- (b.) "Pay C. for my use."
- (c.) "Pay C. or order for the account of B."
- (d.) "The within must be credited to C."

These indorsements exclude the right of further negotiation by C.

- (e.) "Pay C."
- (f.) "Pay C. value in account with the Oriental Bank."
- (g.) "Pay the contents to C., being part of the consideration in a certain deed of assignment executed by C. to the indorser and others."

These indorsements do not exclude the right of further negotiation by C.

30. Although an instrument has either originally or by indorsement been made payable to the bearer, its negotiability may be restricted by an indorsement.

Restriction of negotiability.

31. The holder of a negotiable instrument indorsed in blank may, without signing his own name, by writing above the indorser's signature a direction to pay to

Conversion of indorsement in blank into indorsement in full.



any other person, as indorsee, convert the indorsement in blank into an indorsement in full; and the holder does not thereby incur the responsibility of an indorser.

32. The indorser of a negotiable instrument may, by express words written thereon, exclude all liability on his own part as indorser.

Exclusion of indorser's liability.

*Illustration.*

The indorser of a negotiable instrument signs his name, adding the words,—  
"without recourse to me."

Upon this indorsement he incurs no liability.

33. Where the drawee or one of several drawees not being partners refuses to accept a bill of exchange which has been duly presented to him for his acceptance, or where the maker of a promissory note, the acceptor of a bill, or the drawee of a cheque fails to pay the same on its being duly presented to him for payment, the instrument is said to be dishonoured.

34. An indorsement may be made so as only to charge the indorser upon the occurrence of a specified event which may possibly never happen.

35. A person who indorses a bill of exchange is bound by his indorsement, although a false signature has been affixed as that of the drawer.

A person who indorses a promissory note, or a bill of exchange, is bound by his indorsement, although a false signature has been affixed as that of the acceptor, or of a prior indorser.

36. Where a person has without authority both drawn and indorsed a bill of exchange in the name of another, and the bill has been accepted by a person who was aware of such absence of authority, the acceptor is bound by his acceptance to any holder in good faith.

37. The order in which the indorsements appear upon a negotiable instrument must, in the absence of proof to the contrary appearing in the instrument itself, be taken to be the order in which the indorsers have become parties to the instrument.

The maker of a bill of exchange who negotiates it, is subject to the liabilities of a first indorser.

38. When the holder of a negotiable instrument intentionally strikes out an indorsement, the indorsement ceases to bind the person who made it.

39. If a negotiable instrument after having been indorsed in blank is indorsed in full, the amount of it cannot be claimed from the indorser in full, except by the person to whom it has been indorsed in full, or by one who derives title through such person.

*Illustration.*

A. is the holder of a negotiable instrument made payable to the order of John Smith, which instrument contains the following indorsements:—

"John Smith."  
"Pay John Doe."  
or order  
John Styles"  
"John Doe."

A. may strike out the indorsements subsequent to John Smith's, and may still charge him. But if A. strikes out John Doe's indorsement, A. cannot afterwards charge John Styles.

40. A person who transfers a negotiable instrument for value without indorsing it, thereby warrants the instrument to be what it purports to be, and also that he has no knowledge of any fact which makes the instrument itself, or any of the signatures thereon, worthless.

Transfer by delivery warrants genuineness of instrument and signatures.

*Illustrations.*

(a.) A., the holder of a negotiable instrument payable to bearer, having discovered that the signature of the maker, or acceptor, or indorser, is a forgery, transfers the instrument for value to B., but without indorsing it. B. cannot put this instrument in suit against A. as a party thereto, but is entitled to receive compensation from him for the loss sustained by B. in consequence of the forgery.

(b.) A., the holder of a bill of exchange payable to bearer, accepted by a person whom A. knows to be in insolvent circumstances, transfers the instrument for value to B. without indorsing it. B. cannot put this instrument in suit against A. as a party thereto, but is entitled to receive compensation from him for any loss sustained by B. in consequence of the insolvency.

(c.) A., the indorsee of a negotiable instrument which he holds by an indorsement in blank, purporting upon its face to have been made in British India, but really made abroad, transfers it to B. for value without indorsing it and without being aware of any defect in it. The indorsement in blank is invalid by the law of the place where it was made. B. is unable to recover the amount of the instrument, but may recover from A. the value which he has given for the transfer of the instrument.

41. A promissory note, bill of exchange or cheque, may be indorsed at any time, provided it has not already been discharged by payment.

*Exception.*—If a promissory note or a bill of exchange has been indorsed back to the maker, or acceptor, before its maturity, and remains in his hands as owner at maturity, he cannot indorse it again.

42. The title of an indorsee of a negotiable instrument is not affected by any transactions independent of the instrument, although he may have become indorsee with knowledge thereof.

Indorsee's title unaffected by transactions independent of instrument.

*Illustration.*

A person who is a creditor of A., signs, as acceptor, a bill of exchange in A.'s favor for 3,000 Rupees. A. being the holder indorses it for value to B., who is aware that the acceptor, or was a creditor of A. A.'s debt to the acceptor cannot be set off against B.'s claim on the bill.

43. A person to whom a negotiable instrument has been indorsed for value after its maturity, has the rights of his immediate indorser, and those rights only.

Rights of indorsee for value after maturity.

*Illustration.*

The acceptor of a bill of exchange, when he accepted it, deposited with the drawer certain goods as a collateral security for the payment of the bill, with power to the drawer to sell the goods and apply the proceeds in discharge of the bill if it were not paid at maturity. The bill not having been paid at maturity, the drawer sold the goods and retained the proceeds, but indorsed the bill to A. A.'s title is subject to the same objection as the drawer's title.

44. All persons who have indorsed a negotiable instrument subsequently to its dishonour, are liable to the holder as upon an instrument payable by them on demand.

Liabilities of indorsers after dishonour.

**45.** The holder of a negotiable instrument who, after having indorsed it becomes again its holder, is reinstated in all his former rights; and if by his indorsement he has excluded personal responsibility, intermediate indorsers are liable to him.

*Rights of indorser who again becomes holder.*

#### Illustrations.

(a.) A., the payee and holder of a bill of exchange, indorses it to B., and B. to C. C. then indorses it back to A., each of these indorsements being in due course. A. is reinstated in his former rights upon the instrument, but has not acquired any rights against B. or C.

(b.) A. is the payee and holder of a negotiable instrument. Excluding personal liability by an indorsement "without recourse," he transfers the instrument to B., and B. indorses it to C., who indorses it to A. A. is not only reinstated in his former rights, but has the rights of an indorsee against B. and C.

**46.** A person who indorses a promissory note, bill of exchange or cheque, of which he is not the holder, binds himself in the same manner as if he had been the holder when he indorsed it; and if he is the owner of the instrument, his indorsement passes the property therein, but subject to any objections to which the instrument was liable in his own hands.

*Liability of indorser of instrument of which he is not holder.*

#### IV.—Consideration.

**47.** The consideration for any promissory note, bill of exchange or cheque, or any acceptance or indorsement thereof, need not be expressed in writing.

*Consideration need not be expressed in writing.*

**48.** The holder of a promissory note, bill of exchange, or cheque, is a holder for consideration, if there has been at any time consideration for it, although the consideration may have proceeded from a person who never signed the instrument, or whose signature has been struck out.

*When holder of note, bill or cheque is a holder for consideration.*

#### Illustrations.

(a.) A. indorses a bill of exchange to B., at the request of C., for C.'s account with B. B. is a holder of the bill for consideration, and if he indorses it as a present to D., D. is a holder for consideration.

(b.) A., the holder of a negotiable instrument, indorses it in full to B., in the belief that B. has done something which he has not done. B., for consideration, indorses the instrument in blank to C., and C. indorses it to D. D. is a holder of the instrument for consideration.

(c.) A., the holder of a negotiable instrument, indorses it in full to B., in the belief that B. has done something which he has not done. B., for consideration proceeding from C., indorses the instrument in blank to C., and C. indorses it to D. D. strikes out C.'s indorsement. D. is a holder of the instrument for consideration.

**49.** The holder, without consideration, of a negotiable instrument who derives his title through a holder in due course, has the rights of a holder in due course against all signers prior to such holder in due course, but not against him.

*Holder without consideration deriving title through holder in due course.*

**50.** When the holder of a promissory note, bill of exchange, or cheque, stands in immediate relation with any signer thereof, the signer is not liable to the holder if there was no consideration for the signer's liability, or if the consideration has failed.

*Signer when not liable to holder standing in immediate relation with him.*

*Explanation.*—The drawer of a bill of exchange stands in immediate relation with the acceptor. The maker of every promissory note, bill of exchange, or cheque, stands in immediate relation with the payee, and the indorser with his indorsee. Other signers may by agreement stand in immediate relation with a holder.

**51.** A signer of a promissory note, bill of exchange, or cheque, is liable thereupon to any person who has become the holder of it for a consideration before its maturity, and who does not stand in immediate relation with the signer, although the signer had received no consideration for it, and the holder was aware of that fact when he took the instrument.

*Signer's liability to holder before maturity.*

#### Illustration.

A. accepts, for B.'s accommodation, a bill of exchange drawn by B. payable to his own order. Before the maturity of the bill, B. indorses it for value to C., who is aware that it is an accommodation bill. A. is liable to C. on his acceptance.

**52.** When a negotiable instrument has been lost by the owner, or has been obtained from any party to it by unlawful means, or for a consideration involving a violation of law, or after it has been dishonoured by non-payment, the holder, unless he holds the instrument for good and lawful consideration, or derives his title from a holder in due course, is not entitled to receive the amount thereof from any signer.

*Rights of holder of instrument lost, obtained unlawfully or for illegal consideration, or dishonoured.*

**53.** Where a promissory note, bill of exchange, or cheque has been obtained from any party to it by unlawful means, or for a consideration involving a violation of law, a holder, not deriving his title through one who has since such wrongful acquisition become a holder of the instrument in due course, is not entitled to receive the amount thereof from any signer, although he has given value for it; unless at the time when he became its holder he acted in good faith and under circumstances which were not such as to raise a reasonable presumption that the person from whom he obtained the instrument had no right to transfer it.

*Rights of holder of note, bill, or cheque obtained unlawfully, or for illegal consideration.*

**54.** Where the consideration for which a person signed a promissory note, bill of exchange, or cheque, consisted of money, and has failed in part, the sum which a holder standing in immediate relation with such signer is entitled to receive from him, is proportionally reduced.

*Partial failure of money-consideration.*

**55.** Where a part of the consideration for which a person signed a promissory note, bill of exchange or cheque, though not consisting of money, is readily ascertainable in money, and there has been a failure of that part, the sum which a holder standing in immediate relation with such signer is entitled to receive from him, is proportionally reduced.

*Partial failure of consideration not consisting of money.*

#### V.—Presentment of Bills of Exchange for acceptance.

**56.** In order that a bill of exchange may be duly presented for acceptance, the following rules must be observed:—

*Rules for presentment.*

(1.) When a bill has been drawn payable within a specified time after demand, and the drawer has fixed therein a limit of time for its presentment for acceptance, it must be presented for acceptance accordingly; but where a bill has been drawn payable after demand, and the drawer has not fixed any such limit, it must be presented for acceptance within a reasonable time after the holder receives it. In all other cases a bill of exchange may be presented to the drawee for acceptance at any time before its maturity.

*First Explanation.*—In determining what is reasonable time, regard is to be had to the nature of the bill, and the usual course of dealing with respect to similar bills.

*Second Explanation.*—The presentment is made without unreasonable delay where it is made during ordinary business hours on the day following that on which the holder has received the bill; or where there is no delay, but that which is rendered necessary by the residence of the parties to the bill in different places.

(2.) Presentment for acceptance must be made at the place of business or the residence of the drawee, on a business day, during reasonable hours.

*Explanation.*—Where the presentment is made to a person in business, reasonable hours mean ordinary business hours.

(3.) Upon the presentment of a bill of exchange for acceptance, the drawee may retain it for a period not exceeding twenty-four hours, to consider whether he will accept it or not.

*Explanation.*—In reckoning the twenty-four hours, days which are not days for the despatch of business are to be excluded.

#### VI.—Acceptance of Bills of Exchange.

57. Although a drawee has signed a bill of exchange as if to accept it, he may yet cancel his signature before he has intimated to the holder that the bill has been accepted, but not after he has made such intimation. The signature may stand alone, or it may be accompanied by any form of words.

58. Where the drawees of a bill of exchange constitute a partnership firm, the bill is sufficiently accepted if one accepts it in the partnership name.

59. Where there are several drawees of a bill of exchange who are not partners, each of them can accept it for himself, but none of them can accept it for another without his authority.

60. By his acceptance of a bill of exchange not yet at maturity, the drawee becomes liable to pay it at any time either at or after its maturity when its holder presents it to him for payment. When a bill of exchange is accepted on or after the day fixed in it for payment, the acceptor is liable to pay it at once.

61. No person but the drawee of a bill of exchange, or a person indicated by the drawer on the bill as drawee in case of need, can bind himself as acceptor; except in the case provided for by Section 16 of this Act, and in the case of one who accepts for honour in accordance with the provisions herein contained.

62. A person who accepts a bill of exchange is bound by his acceptance, although a false signature has been affixed as that of the drawer.

#### VII.—Regress on non-acceptance.

63. Where the drawee, or one of several drawees not being partners, has refused to accept a bill of exchange duly presented to him for acceptance, the holder has a right, provided he complies with the rules regarding notice of dishonour contained in Schedule B. hereto annexed, and also, where requisite, with the rules regarding noting and protest contained in the same schedule, to obtain compensation in respect thereof from any indorser. This right is called the right of regress.

64. An indorser who has been compelled by proceedings in regress to pay compensation as mentioned in the last preceding section, has a right, subject as aforesaid, to recover compensation in regress from any previous indorser.

65. The amount of compensation due under either of the two last preceding sections, is determined by the following rules:—

(1.) The holder is entitled to receive a sum of money equivalent to the amount mentioned in the instrument, with interest at the current rate upon such amount, computed from the day of the maturity of the instrument, and the expenses incurred for noting, postage and protesting.

(2.) In calculating the sum so to be received, when the person charged resides at a place different from that at which the instrument was payable, the rate of exchange between the two places is to be taken into account.

(3.) An indorser who has been obliged to pay the amount of a dishonoured instrument may recover in regress from the previous indorsers, a sum of money equivalent to the amount which he has so paid, together with interest at the current rate upon such amount, computed from the day of the payment; and all expenses necessarily resulting from the dishonour.

(4.) In calculating the sum so to be recovered, when the person charged in regress and the regressor reside in different places, the rate of exchange between the two places is to be taken into account.

(5.) The regressor may draw a bill upon the regressee, payable at sight, for the whole amount of his claim in regress, and may include therein any necessary disbursements. Such bill must be accompanied by the instrument protested, and the protest (if any) thereof. If the regressee dishonour such bill, he is further responsible for all the expenses thereby occasioned.



46. Where the drawer knew at the time of drawing the instrument that the drawee was not a competent person to bind himself by his acceptance, the drawer may be charged in regress without any notice.

47. Where the drawee was not a competent person to bind himself by his acceptance, but his incompetency was not known to the drawer, or where the drawee cannot after reasonable search be found, or where access to him cannot be obtained, or where he intentionally prevents the holder from presenting the bill; notice of such circumstances shall be sufficient notice of dishonour to the drawer charged in regress.

48. Where the drawee was not a competent person to bind himself by his acceptance, or where he cannot after reasonable search be found, or where access to him cannot be obtained, or where he intentionally prevents the holder from presenting the bill, notice of such circumstances shall be sufficient notice of dishonour to an indorser charged in regress.

49. If the acceptance is conditional or is limited to part of the sum mentioned in the bill, or substitutes a different place or time of payment, or is signed by only one of several joint drawees who are not partners, and the holder takes such acceptance; he loses his rights upon the bill as against any previous party whose sanction he does not obtain.

50. If the holder allows to the drawee more than twenty-four hours to consider whether he will accept the bill or not, the holder loses his right upon the bill as against any previous party whose sanction he does not obtain.

51. Where the drawee of a bill of exchange has refused to accept it, the omission by the holder to give due notice of such refusal does not prejudice the rights of any subsequent holder in due course.

52. The omission, without lawful excuse, to present for acceptance a bill which requires to be accepted, has the same effect as to the drawer and the indorsers as if the bill had been duly paid at maturity.

53. Where a bill of exchange names an alternative drawee in case of need, it is not to be regarded as dishonoured, unless it has been dishonoured as well by the alternative drawee as by the principal drawee.

#### VIII.—Acceptance for Honour.

54. When a bill of exchange has been noted or protested for non-acceptance, any person, whether he be a party or not, may, with the consent of the holder, accept it, for the honour of any signer. Such acceptance must be written upon the bill itself.

55. Where the acceptance for honour does not specify for whose honour the bill has been accepted, it is regarded as having been accepted for the honour of the drawer.

56. There may be several acceptances for the same bill of exchange for the honour of different signers. Any one who accepts for honour is bound to give notice thereof to the signer for whose honour he so accepts within two days after the bill has been noted or protested.

57. The acceptor for honour binds himself to all parties subsequent to the person for whose honour he has signed, to pay the amount of the bill if the drawee do not: Provided it is presented to such acceptor at any time not later than the day next following the day of its maturity.

#### IX.—Maturity of Promissory Note, Bill of Exchange or Cheque.

58. A promissory note, bill of exchange, or cheque, is said to be at maturity when the time fixed for its payment by the terms of the instrument has arrived. The usage of allowing days of grace is abolished.

If no time is so fixed the instrument is payable immediately on presentment.

59. A promissory note, bill of exchange, or cheque, made payable after the lapse of a stated number of months, is mature on the day of the month of payment which corresponds in number with the day when the instrument, if payable after date is dated, or when, if payable after sight, it is presented. If the month of payment contains no corresponding day, the instrument is mature on the last day of such month.

#### Illustrations.

(a.) A negotiable instrument dated 1st February 1867, is made payable at one month after date. The instrument is at maturity on the first day of March next following.

(b.) A negotiable instrument dated 28th February 1867, is made payable at one month after date. The instrument is at maturity on the 28th day of March next following.

(c.) A negotiable instrument dated 30th August 1867, is made payable three months after date. The instrument is at maturity on the 30th November next following.

(d.) A promissory note, bill of exchange, or cheque, dated 31st August 1867, is made payable three months after date. The instrument is at maturity on the 30th November next following.

60. When a promissory note, bill of exchange, or cheque is made payable a stated number of days after sight or after date, or after any other epoch; in estimating the number of days, the first day is the day immediately following the day when the instrument payable after sight has been first presented for acceptance, or when the instrument payable after date is dated.

Exception.—Where the day when the instrument arrives at maturity is not a day for the despatch of public business, the instrument is due on the next succeeding day of public business.



## X.—Payment.

81. The maker of a promissory note or the acceptor of a bill of exchange is bound to pay its amount on the day of maturity within business hours on its being duly presented to him; and if he fails to do so he is liable to make compensation for his default, such compensation to be computed, as far as may be, according to the provisions of Section 65 of this Act. Actual payment within those hours discharges him from all liability, although he may have refused payment previously on that day. But after such refusal the holder is not bound to present the instrument again.

*Explanation.*—An instrument is duly presented for payment when it is presented in accordance with the provisions of Schedule C hereto annexed.

82. A person who is called upon to pay a promissory note, bill of exchange or cheque, is before payment entitled to have it shown, and is on paying the amount thereof entitled to have it delivered up to him.

*Exception.*—When the owner of a promissory note, bill of exchange or cheque, has lost it, or is otherwise under an inability to produce it, not wilfully caused by himself, but gives security to the satisfaction of the Court to indemnify the maker or acceptor against the claims of any other person upon the instrument, the non-delivery of the instrument shall not be made an objection to the owner's claim on the instrument against the maker or the acceptor.

83. Where a bill of exchange has been accepted payable at a banker's, and has been presented to the bank at maturity, it is the banker's duty to pay the bill or to return it in such a state as to leave the rights of the parties intact. If the banker, from want of due care, fails in this duty, he must make compensation to the holder for any damage arising therefrom.

84. The payment at or after maturity of a promissory note by its maker, or of a bill of exchange by its acceptor, or of a cheque by the drawee, or by some one on their behalf respectively puts an end to the negotiability of the instrument. If the maker of a promissory note or the acceptor of a bill of exchange is its holder at the time of its maturity, the provisions of this section apply as if the instrument had been paid at maturity by or on behalf of such maker or acceptor.

*Explanation.*—An arrangement which is treated by the parties as a payment is tantamount to a payment.

*Exception.*—The provisions of this rule do not apply to bankers' notes payable to bearer on demand.

85. The acceptor of a bill of exchange is discharged from all liability upon his acceptance if the holder cancels the acceptor's name, although there may be no consideration for such cancellation.

86. A payment of a promissory note or a bill of exchange is made in due course when it is made in good faith and in accordance with

the terms of the instrument itself to any person whose possession does not appear to be inconsistent with those terms, and under circumstances which are not such as to raise a reasonable presumption that the possessor is not entitled to receive it.

87. When a promissory note or a bill of exchange is payable to bearer, the maker or acceptor may discharge himself from liability by payment to the possessor, provided it be made in due course.

88. When a negotiable instrument is payable to order, although the person who presents it for payment is not its indorsee, or derives his title through an indorsement which has been forged, the maker, acceptor or drawee is discharged by payment to such person, provided it is made in due course.

89. In each of the following cases the conduct of the maker of a promissory note, the acceptor of a bill of exchange, or the drawee of a cheque, has the same legal effects as a refusal to pay:—

(1.) When the instrument being payable at his place of business, he prevents it from being presented for payment by not keeping open such place during the usual business hours;

(2.) When the instrument being payable at a place other than a place of business, neither he nor any person authorized to discharge it attends at such place during ordinary business hours, and the instrument in consequence cannot be presented;

(3.) When he intentionally prevents the holder of the instrument from duly presenting it.

## XI.—Regress on Non-payment.

90. Where a promissory note, bill of exchange or cheque, has been duly presented for payment and has been dishonoured, the holder, provided he complies with the rules regarding notice contained in Schedule B hereto annexed, and also, where requisite, with the rules regarding noting and protest contained in the same schedule, has the like right to charge an indorser or drawer in regress, as he has in the case of a bill of exchange dishonoured by non-acceptance.

91. The holder of a promissory note, bill of exchange or cheque, may, in any of the following cases, charge an indorser or drawer in regress, although the instrument has not been presented for payment, if the provisions of the last preceding section have been complied with in other respects:—

(1.) When, at the maturity of the instrument, the maker or acceptor, or any one authorized to represent him, cannot after reasonable search be found, or where access to him cannot be obtained, or where he intentionally prevents the holder of the bill from presenting it: Provided that in the case where access cannot be obtained, such notice as the circumstances admit of, is given without delay;

(2.) When after maturity the indorser, knowing that the instrument has not been presented, has nevertheless made a part payment on account, or has promised to pay the amount of the instrument in whole or in part, or has waived his right to take advantage of the default in presentment.

92. In addition to the case provided for in Schedule B, Sections 125 and 127, as to notice of dishonour, the holder of a promissory note,

When notice not necessary. bill of exchange or cheque, may, without having given any notice of the dishonour, charge an indorser or drawer where he has dispensed with notice; or where, in the case of a bill of exchange, the indorser charged was himself the drawer, and by his direction the acceptor dishonoured the instrument, or where the indorser charged was bound to supply the acceptor with the means of meeting his liability as such, but failed to do so.

93. A holder who has given such notice as the circumstances admit of, may charge an indorser or drawer in regress, without having given the ordinary notice, where he was ignorant of the address of the indorser or drawer, and though using reasonable diligence, failed to discover it in time to give the regular notice; or where access to the drawer or indorser for the purpose of giving notice could not be obtained, or was intentionally prevented by the drawer or indorser: Provided such notice, as the circumstances admit of, has been given without delay.

94. Non-compliance of the holder of a promissory note, bill of exchange, or cheque, with any of the provisions contained or referred to in Section 90 of this Act, without lawful excuse, has the same effect as to the drawer of a bill of exchange, or the indorser of any negotiable instrument, as if the instrument had been paid at its maturity.

#### Illustrations.

(a.) A. makes and delivers to B. a promissory note for 2,000 Rupees. B., in consideration of a similar sum which he owes to C. for the purchase of merchandise, indorses the instrument to C., who duly presents it to A. for payment. A. dishonours the instrument, and C., without lawful excuse, neglects to give notice of the dishonour to B. C. can neither claim the amount of the instrument against B. in regress, nor can he recover from B. the value of the merchandise.

(b.) A. being the maker of a promissory note of which B. is the holder, and A. having dishonoured it, A. indorses to B., as a security for its amount, a bill of exchange; this bill is also dishonoured, but B. without lawful excuse neglects to give A. due notice of the dishonour. B. can neither sue A. as indorser of the bill, nor as maker of the promissory note.

(c.) B., the holder of a bill of exchange by indorsement from A., indorses it to C. in consideration of services to be rendered by C. The acceptor dishonours the instrument, and C. without lawful excuse omits to give notice thereof to any indorser. B. is discharged from his responsibility as indorser, but C. remains liable to perform the service.

(d.) A. indorses to B., for Z., a bill of exchange, payable at a future day. B., at Z.'s request, indorses it to C. for a debt that had become due from Z. to C. The acceptor dishonours the bill, and C. without lawful excuse omits to give any notice. Z. is discharged from his debt to C., for by C.'s default, Z. has lost his rights of regress in B.'s name.

95. An acceptor for honour cannot be charged, unless the bill has, at its maturity, been presented to the drawee for payment, and has been dishonoured by him, and noted or protested for such dishonour.

When acceptor for honour may be charged.

#### XII.—Payment for Honour.

96. When a bill of exchange has been protested or noted for non-payment, any person may within twenty-four hours thereafter pay it for the honour of a drawer or an indorser, provided the drawer or indorser is then liable thereupon.

Payment for honour, how made.

97. A person who has paid for honour has a right to charge in regress the signer for whose honour he has paid, or any parties liable upon the bill of exchange to that signer.

Right of party paying for honour.

#### XIII.—Right of Signer who has paid.

98. Where a bill of exchange contains several indorsements in blank, a signer who having been charged in regress has reimbursed the holder and again obtained the instrument, recovers thereby his former right, but acquires no right as against intermediate indorsers.

Right of signer who has paid.

#### XIV.—Discharge of Signer.

99. No agreement between two signers of a promissory note or a bill of exchange shall affect the order of their respective liability so far as regards a holder in due course, unless such agreement appears on the face of the instrument.

Agreement between signers as to order of their respective liability.

100. The indorser of a negotiable instrument is not discharged from his liability thereupon by the holder having merely foreborne to sue a previous signer; but when the holder, without the consent of the indorser, destroys or impairs the indorser's right of regress against a previous signer, the indorser is discharged from liability to the holder to the same extent as if the instrument had been paid at its maturity.

Discharge of indorser's liability.

#### Illustrations.

(a.) A. is the holder of a bill of exchange made payable to the order of B., which contains the following indorsements in blank:—

First indorsement, "John Smith."  
Second indorsement, "John Doe."  
Third indorsement, "John Styles."  
Fourth indorsement, "John Nokes."

This bill A. puts in suit against John Nokes, and strikes out the indorsements by John Doe and John Styles. A. is not entitled to recover anything from John Nokes.

(b.) A. is the first and B. the second indorser of a promissory note, of which C. is the holder. C. agrees with the maker, with the sanction of A. but without the knowledge of B., to give the maker additional time for paying the amount of the instrument. A. remains liable as indorser, but B. is discharged from liability to C.

#### XV.—Cheques.

101. Where a cheque has not been presented for payment in accordance with these rules, and the maker has thereby sustained a loss, he is to the extent of such loss discharged from liability.

Discharge of maker when cheque not duly presented.

102. The maker or the holder of a cheque by writing across it the name of a banker, directs payment to be made only through that banker.

Crossed cheques.

By crossing the cheque with two transverse lines

with the words "and Company," or any abbreviation thereof, he directs payment to be made only through some banker.

Whenever a cheque shall have been issued uncrossed, or shall be crossed with the words "and Company," or any abbreviation thereof, and without the name of any banker, the holder of such cheque, while the same remains so uncrossed, or crossed with the words "and Company" or any abbreviation thereof, without the name of any banker, may cross the same with the name of a banker.

The crossing of a cheque forms a substantial part of the cheque, and any alteration of a crossing has the same effect as an alteration in the cheque.

103. When a cheque has been so crossed as to render it payable only through a particular banker, or payable only through some banker, but at the time of presentment for payment the instrument does not plainly appear to be so crossed, the banker, if he pays the sum mentioned therein, is discharged from all liability, provided the payment is made in due course.

Payment of cheque whereof the crossing is not plainly apparent.

#### XVI.—International Law.

104. A promissory note, bill of exchange or cheque, either not drawn or not payable in British India, is said to be foreign.

Foreign note, bill, and cheque defined.

In the absence of an agreement to be bound by another law, the liability of the maker of a promissory note, bill of exchange or cheque, is regulated in all essential matters by the law of the place where he made the instrument; the liability of the acceptor, by the law of the place where he accepted the instrument; the liability of an indorser, by the law of the place where he indorsed the instrument.

Law regulating respective liabilities of maker, acceptor and indorser.

#### Illustration.

A bill of exchange was drawn by A. in California, where the rate of interest is 25 per cent., and accepted by B., payable in Washington, where the rate of interest is 6 per cent. The bill is indorsed in British India, and is dishonoured. An action on the bill is brought against B., in British India. He is liable to pay interest at the rate of 6 per cent. only; but if A. is charged in regress, A. is liable to pay interest at the rate of 25 per cent.

105. Where a promissory note, bill of exchange or cheque, is payable in a different place from that in which it is made or indorsed, the law of the place where the instrument is made payable is to determine what constitutes dishonour, and what notice of dishonour is sufficient.

Law regulating protest and notice of dishonour.

#### Illustration.

A bill of exchange drawn and indorsed in British India, but accepted payable in France, is dishonoured. The indorsee causes it to be protested for such dishonour, and gives notice thereof in accordance with the law of France, though not in accordance with the rules herein contained in respect of bills which are not foreign. The notice is sufficient.

106. If a negotiable engagement contained in any negotiable instrument, although not made in British India, is in accordance with the law in force in British India, the circumstance that such en-

Negotiable engagement in accordance with law of British India, but invalid where made.

gagement is invalid according to the law of the country wherein it was made, does not invalidate any subsequent acceptance or indorsement made in British India upon such instrument.

107. In the absence of proof to the contrary, the law of foreign countries regarding promissory notes, bills of exchange or cheques, is to be taken to be in accordance with the law of British India.

Presumption as to foreign law.

108. When a promissory note, bill of exchange or cheque, has been entered into in a foreign country, by the law of which a regressor must in case of dishonour protest the instrument, the right of regress in this country also is conditional upon such protest being made.

Protest of instrument entered into in country requiring protest in case of dishonour.

#### XVII.—Effect of Alterations.

109. Any substantial alteration of a promissory note, bill of exchange, or cheque, shall (save as provided by this section, and by Sections 25, 31, 34, 38, 39, 69, 102, and 103 of this Act) render the instrument invalid.

Substantial alterations invalidate instruments.

110. A promissory note, bill of exchange, or cheque, may be altered before it is negotiated, or it may be altered after negotiation or transfer, in order to express the original intention of the parties; or it may be altered at any time and in any manner with the consent of all those who are at the time of the alteration parties to the instrument.

Alteration before negotiation, or after negotiation or transfer.

111. Alterations made in a promissory note or bill of exchange by a person not a party to such note or bill, have no effect upon the liabilities of a party who signed the instrument as maker or acceptor before such alterations were made.

Alterations by stranger in note or bill.

112. A person who indorses a promissory note is bound by his indorsement, notwithstanding any previous alteration of the note.

Indorsement of note previously altered.

113. A person who indorses a bill of exchange is bound by his indorsement, notwithstanding any previous alteration of the bill.

Indorsement of bill previously altered.

114. A person who accepts a bill of exchange is bound by his acceptance, notwithstanding any previous alteration of the bill.

Acceptance of bill previously altered.

Substantial alteration, what.

*Explanation.*—An instrument is substantially altered by changing the date, sum, place or time for payment, by the insertion of words authorizing transfer or stating the value to be received on some particular account, by adding a name as that of a maker or a drawer, or a place for payment.

115. Where a promissory note, bill of exchange or cheque has been altered, but does not plainly appear to have been altered, the maker, acceptor, or drawee is discharged by payment in due course.

Discharge of maker, acceptor, or drawee, where alteration does not plainly appear.

## SCHEDULE A.

*Rules as to Sets.*

116. A bill of exchange may be drawn in a set; but the whole set, of how many parts soever it may be composed, constitutes but one bill, and the payment in due course of any one of the parts extinguishes all the other parts of the bill, except as against an indorser who has indorsed different parts of the bill to different persons, and any indorser subsequent to such indorser as last aforesaid, if his indorsement remain uncanceled upon a part not given up.

117. When one of a set has been sent for acceptance, the sender should, upon the others of the set, make a note of the address of the person in whose hands the part so sent for acceptance is. The omission to make such note does not deprive the holder of his right to negotiate the bill of exchange, but renders the sender responsible for damage resulting to any holder from such omission.

The person in possession of the part sent for acceptance, is bound to deliver the same to the holder of the set to which such part belongs.

118. The holder of a duplicate containing such note of address as is mentioned in the last section, may charge an indorser in regress where such holder has been unable to obtain the re-delivery of the part sent for acceptance, and where acceptance or payment of his part could not be obtained. But this fact must be stated in the protest.

## SCHEDULE B.

*Rule as to Noting.*

119. Whenever a promissory note, bill of exchange, or cheque, has been dishonoured by non-acceptance or by non-payment, the holder may cause a note to be made in testimony of the fact. Such note, when signed by a notary public or other public officer authorized in that behalf, shall, in the absence of proof to the contrary, be deemed evidence of such dishonour: Provided that such note is made within a reasonable time after the dishonour, and is written upon the instrument, or upon a paper attached thereto, or partly upon each; and mentions the month, day, and year of the dishonour, the reason, if any, which was assigned for it; or if there has been no express dishonour of the instrument, the reason why the holder treats it as dishonoured.

*Rules as to Protest.*

120. When a promissory note, bill of exchange, or cheque has been dishonoured by non-acceptance or non-payment, the holder may cause a certificate of the fact to be made. Such certificate, made by a duly authorized person, is called a protest.

121. The protest must be drawn up by a notary public or other public officer duly authorized in that behalf.

122. The protest of a negotiable instrument must contain,—

(1.) Either the instrument itself or a literal transcript of the instrument, and of everything written thereupon;

(2.) The name of the person for whom and against whom the instrument has been protested;

(3.) A statement that payment or acceptance, as the case may be, has been demanded of such person by the notary public or other officer; of the terms of his answer, if any, or a statement that he gave no answer, or that he could not be found;

(4.) The date of place and the date of time, the latter being expressed as of the day, of the month, and year, when the demand was made, or was ineffectually sought to be made;

(5.) The subscription of the notary or other public officer making the protest;

(6.) In the event of an acceptance for honour, or of a payment for honour, mention must be made of the person by whom, of the person for whom, and of the manner in which such acceptance or payment was offered and effected.

123. In the absence of lawful excuse for delay, the protest of a bill of exchange must be at least noted within a reasonable time after the dishonour, but the protest need not be immediately drawn up. A protest shall, in the absence of proof to the contrary, be deemed evidence of dishonour.

124. Wherever it is necessary to protest a bill of exchange, notice that such protest has been made must be given instead of the ordinary notice of dishonour, and in the same manner.

When the holder and the regressee dwell in the same place, the notice ought to be sent so as to admit of the regressee receiving it in the course of the day following the day of dishonour.

*Rules as to Notice of Dishonour.*

125. Where a promissory note, bill of exchange, or cheque, has been dishonoured, the holder must, in order to preserve his right of regress, give notice of the dishonour within a reasonable time to every indorser and drawer whom he seeks to make liable, and he loses his right of regress against any indorser or drawer to whom such notice has not been given.

The holder is not entitled to more time for giving notice to a remote, than to an immediate, signer.

*Exception.*—A notice given by any party to the instrument, or by his agent, may found a right of regress in favour of any eventual holder or regressor.

126. The notice of dishonour may be oral or in writing, and it may be in any form: Provided it intimates that the instrument has been dishonoured.

127. No notice is sufficient to charge an indorser, unless it has been given by the actual holder, or by some party liable to be eventually sued, or by the agent of such holder or party.

128. The holder may give such notice by posting a letter containing the notice addressed to each indorser whom he charges in regress. The miscarriage of the letter does not render such notice invalid.



129. When the holder and the regressee dwell in different places, the notice, if there is a daily post, may be sent by the post duly addressed to the indorser or drawer on the day of dishonour, or at any time not later than the day following the day of dishonour.

130. The notice may be given either to the indorser or drawer charged in regress, or to his authorized representative.

Where an indorser has died, a notice addressed to him in ignorance of his death, if regular in other respects, is valid to charge his representatives.

131. Each indorser of a negotiable instrument who has received notice of its dishonour must, in order to preserve his right of regress, give notice to every previous indorser. He will lose his right of regress against any previous indorser to whom he has not given notice, unless he has lawful excuse for the omission, or unless he is entitled to the benefit of such notice as is mentioned in the exception to Section 125 of this Act. The notice given by the indorser must be in accordance with the rules which regulate the notice to be given by the holder, except that the time is not to be reckoned from the date of the dishonour, but from the day when the indorser himself received notice.

132. When a promissory note, bill of exchange, or cheque, at its maturity is in the possession of some agent of the holder, or of some agent of such agent, and when the holder and the possessing agent reside in different places, the possessing agent ought to give notice to his principal as if he were holder, and the principal were his immediate indorser.

#### SCHEDULE C.

##### Rules of Presentment for Payment.

133. Where a promissory note, bill of exchange or cheque, has been made payable within a specified time after demand, the instrument must, as against any indorser, be presented to the maker, acceptor, or drawee, as the case may be, for payment within such specified time.

134. Where a promissory note, bill of exchange or cheque is payable on demand, it must be presented within a reasonable time to the maker, acceptor or drawee, as the case may be, for payment.

The presentment is made, as against an indorser, without unreasonable delay,—

(1.) When it is made during ordinary business hours on the day following that on which the holder has received the instrument;

(2.) When there is no delay but that which is caused by the residence of the parties to the instrument in different places.

##### Illustration.

A. draws on B., resident at Calcutta, a bill of exchange in favour of C. payable at sight, and sends it to C. at Benares. C., the day after he receives it endorses it to D., and despatches it to D. at Calcutta. D., the day after he receives the bill, presents it for payment. The delay which has taken place in presenting the bill is not unreasonable.

135. The presentment of a cheque is made, as against the maker of the cheque, without unreasonable delay if made,—

(1.) Where the first holder and the drawee reside in the same place, during ordinary business hours of the drawee on the day following the day when such first holder received the cheque;

(2.) And where the first holder and the drawee reside in different places, when there is no delay, but that which is caused by their residence in different places.

136. A subsequent holder of such cheque is not, as against its maker, entitled to additional time for presentment beyond the time for presentment allowed to the first holder.

137. A promissory note, bill of exchange, or cheque, must, as against any signer, be presented during reasonable hours of the day, and not before its maturity.

138. When the maker of a promissory note, or the drawer or acceptor of a bill of exchange or cheque, has intimated in the instrument or in the acceptance that it is to be paid at a certain place and not elsewhere, presentment must be made at that place.

139. When the maker of a promissory note, or the drawer of a bill of exchange or cheque, has intimated in the instrument or in the acceptance that it is to be paid at a certain place, and has not intimated that it is to be paid at no other place, then, as against the maker, drawer, or indorser, presentment must be made either at the place indicated, or at the place of business of such maker or acceptor, or if he has no place of business, at his residence.

140. Where a person draws a bill of exchange payable at a certain place, or the drawee accepts it payable at that place, and such acceptance contains no further words purporting to make it payable there only, the holder is entitled to receive the amount from the acceptor without having presented it for payment at that place.

141. Where the maker of a promissory note, or the acceptor of a bill of exchange, has not indicated in the instrument any place of payment, and has no known place of business, and no fixed residence, the presentment may be made to him personally.

142. When a promissory note, bill of exchange or cheque, is made payable at either of two places, and has been presented and dishonoured at one of them, no presentment need be made at the other.

143. On the presentment of a promissory note, bill of exchange or cheque for payment, the person from whom payment is sought is entitled to inspect the instrument itself.

144. When the holder of a promissory note, bill of exchange or cheque, and the maker, acceptor or drawee reside in different places, the

instrument may be forwarded by post for the purpose of being presented for payment. In such case, where there is a daily post, the instrument must be posted at some time not later than the last post on the day following that on which the holder has received such instrument; and the person receiving such instrument by the post must present it not later than the day following its receipt; where there is not a daily post, the instrument must be forwarded and presented within a reasonable time.

145. Where the place of address of an acceptor for honour, or of an acceptor for need, appears by the bill to be different from that at which the bill is payable, the bill may be forwarded at any time not later than the day next following the day of its maturity, in order that it may be presented to such acceptor for payment.

Where address of acceptor for honour, or for need, differs from place at which bill is payable.

#### STATEMENT OF OBJECTS AND REASONS.

This Bill embodies the third report of the Indian Law Commissioners, and comprises rules on the subject of bills of exchange, promissory notes and cheques. In substance, the rules will be found to agree generally with the law of negotiable paper prevailing in England, in the Presidency towns, and (except where one or other of the multifarious customs with respect to *Hundis* is observed) also in the Courts of the *Mofussil*; while, in clearness and simplicity, they resemble the recently published Indian Contract Law, with which it is hoped they may ultimately be incorporated.

The branch of English mercantile law relating to negotiable instruments is generally considered to be that in which the good sense of English Judges has most conspicuously manifested itself during the past century; and it is certainly that in which agreement between the laws of England and India is especially desirable. Nevertheless, the Commissioners have thought right in framing the rules to depart, in some particulars, from the existing English law. These deviations are thus indicated:—

“By the English law, the drawer of a cheque on a banker is not discharged from responsibility by a failure to present it in due time, unless he sustains actual loss in consequence of the delay; and he is then discharged to the extent of the loss, and no further. We think it advisable that the principle of this rule should be applied to all cases where the drawee of a bill of exchange has a fund in his hands at the disposal of the drawer; and we have framed our rules accordingly.

“We have adopted from the German law a rule by which we provide that, in the case of acceptors as well as of others, a person who signs without authority the name of another to a negotiable instrument, shall be personally liable upon it, exactly as the person whose name is so signed would have been if he had given authority.

“By the English law a negotiable instrument which in its existing state is payable only to order, may by being indorsed in blank be made payable to bearer. An instrument which is payable to bearer cannot, however, by indorsement be made payable only to order, or to an individual. This seems inconsistent with the exercise of absolute powers of ownership by the holder of the negotiable instrument, and has been declared by high

authority to be contrary to the opinion and wish of the mercantile community. We have therefore provided that the negotiability of such an instrument may be restricted by an indorsement.

“It appears to us desirable to maintain, and even to mark more strongly, the distinction between indorsements made before and those made after maturity. According to the rule of English law indorsement before maturity may give to the indorsee greater rights than the indorser himself possesses. On the other hand, indorsement after maturity can in general give to the indorsee only the rights which the indorser possesses. There are, however, excepted cases. Where a bill of exchange is indorsed for value after maturity, the indorsee obtains a perfect title against a previous signer, although such indorsee may have known, when he took the instrument, that the signer signed it for no other cause than the accommodation of another. Again, there may be an indorser and indorsee of an instrument, who stand in such a relation to each other, owing to facts independent of the instrument (such as a set-off in a general account), that the indorsee cannot recover the amount of the instrument from the indorser; yet this indorsee may indorse the instrument to another person even after its maturity, and that other person can recover the amount from the indorser. We think it better not to recognise either of these exceptions from the general law, and we have so framed our proposed law that in these cases a person to whom an instrument is transferred after maturity shall acquire only the rights of him by whom it was transferred.

“We have discarded days of grace, as they are termed, by which the person liable on a negotiable instrument is allowed a longer time for the payment of it than that expressly provided by its words. In making this change we have followed the course which is now adopted almost everywhere in Continental Europe, and which we believe to be in accordance with the general opinion of the mercantile classes. Greater simplicity is thereby introduced, and an embarrassing distinction between instruments payable on demand and at sight, is got rid of. And as a natural consequence of this recommendation, we propose that when the day on which a negotiable instrument by its terms becomes payable, happens to be one on which business is not usually transacted, the instrument shall be payable on the first business day thereafter, and not, as at present, on the day before.

“In one or two cases where there is a conflict of opinions, or where there is no settled practice as to time, place and other details, we have proposed the rule which seemed to us most convenient.

“There appears to be some disagreement of the authorities on the question whether, when a bill has been made payable at a particular place, it should be presented for acceptance at that place, or at the place of business, or the residence of the drawee. We have provided that it shall be presented for acceptance at the place of business or the residence of the drawee.

“Certain presentments are, by the English law, to be made on the morning of particular days. We have extended the time for presentment to the close of the business hours of the days in question.

“Under the English law, when a negotiable instrument is dishonoured by the drawee's refusal to accept it, the holder becomes entitled to demand payment at once, although the instrument has not

arrived at maturity. This acceleration of the holder's right has in some countries been discarded as operating harshly upon parties only collaterally liable. We retain the rule in substance; we have not, however, thought it proper to allow interest in such cases to be recovered from the time of the refusal to accept, but have left it, as in cases of dishonour by non-payment, to commence only from the maturity of the bill.

"In reviewing the law which provides for the reimbursement of those who have suffered by the dishonour of an instrument, we have been unable to see any solid reason for distinguishing between the acceptor's liability for re-exchange and that of any other signer, and have accordingly proposed a uniform rule for all cases. Neither have we thought it advisable to require that a notice of dishonour should intimate, otherwise than by the statement of the fact of dishonour, the intention of the holder to look for payment to the party served with the notice.

"In providing for the case of the loss or destruction of a negotiable instrument, we have adopted a rule founded upon the Statute Law and the decisions of our courts of equity, which enables the holder to obtain payment on giving security to indemnify the payer; we have, however, made the remedy less extensive than in England, restricting the operation of the rule to claims against the maker of a note and the acceptor of a bill; and giving no assistance to a person who seeks to receive the amount of a lost or missing instrument from an indorser.

"Under a recent Statute, 21 & 22 Vic., c. 79, s. 4, when a cheque has been crossed but does not clearly appear to have been so, the banker is discharged from all liability if he pays it in the ordinary course of business. We have thought it better in the case of a forged indorsement to afford similar protection to every signer primarily liable upon a negotiable instrument. We have also departed from the English law by assimilating instruments payable to order to instruments payable to bearer, so far that in either case the party paying is discharged if he pays in good faith, in accordance with the terms of the instrument, to a person whose possession does not appear to be inconsistent with those terms, and under circumstances which are not such as to raise a reasonable presumption that the possessor of the instrument is not entitled to receive the amount.

"With respect to the weight due to inevitable accident, as an excuse for not having complied with the usual rules for the presentment of negotiable instruments, and for giving notice of dishonour, we have not laid down any rule as peculiarly applicable to negotiable instruments, deeming it better to leave questions of this kind to be decided according to the general analogies of the law.

"A peculiarity connected with the subject of negotiable instruments is, that the transactions involved in them may take place in different countries where the law is not uniform. We have, therefore, thought ourselves so far bound to touch upon the province of international law as to provide rules for the cases of most frequent occurrence. In so doing we have been preceded by the framers of the Italian Codice Civile, and of the German general law of Negotiable Paper.

"On the subject of alterations in negotiable instruments we have somewhat departed from the

severity of the English law. We are not able to acquiesce in the justice of that rule of English law by which an instrument is rendered invalid by an alteration made even by a stranger, and we have endeavoured to lay down rules by which the doctrine on this subject may be restrained within safe limits.

"The authorised use of copies for indorsement would entail a necessity for making such complicated provisions for their regulation that we have thought it right not to allow indorsements to be made elsewhere than upon the instrument itself.

"We have considered whether it would be advisable to adopt the rule of the principal foreign codes by which an acceptor is responsible upon his outstanding acceptance of one of a set of bills although he may have accepted and paid another of the set; and we have not seen reason to adopt that rule.

"In the case of foreign bills, protesting is by the Indian Act V of 1866 made *prima facie* evidence of the fact of dishonour. We have adopted this rule, modifying it so far as to give to noting the effect of protest; and we have extended the rule thus modified to inland bills, and to promissory notes and cheques."

It will be remarked that the rules have been framed irrespectively of the Indian Act X of 1862 which, like the English Stamp Act, invalidates negotiable instruments if its regulations are not observed. The Committee to which the Bill will be referred will doubtless consider whether, in a country like India, it would be sufficient merely to impose, as the Commissioners suggest, a penalty for infringing the Stamp Act with respect to such instruments. The Committee will also be asked to consider the desirability of incorporating the present Bill with the Indian Contract Law.

SIMLA,  
The 4th Sept. 1867. }

H. S. MAINE.

WHITLEY STOKES,  
Asst. Secy. to the Govt. of India,  
Home Department (Legislative).

## HOME DEPARTMENT.

### NOTIFICATIONS.

Simla, the 23rd September 1867.

No. 4752.

The services of Lieutenant F. W. Grant, District Superintendent of Police, Mehkur, Hyderabad Assigned Districts, are placed at the disposal of the Foreign Department, for appointment as an Assistant Commissioner of the 3rd Class in Berar.

The 24th September 1867.

No. 4798.

Mr. W. Hammond Cole, M. A., Probationary Assistant in the Great Trigonometrical Survey of India, is brought on the strength of that Department as an Assistant Surveyor of the 2nd Grade, with effect from the 1st instant.

## No. 4800.

Mr. J. H. Prinsep, of the Civil Service, is permitted to proceed to Europe on furlough for a period of one year, from the date of embarkation.

## No. 4803.

The undermentioned promotions in the Police of the Hyderabad Assigned Districts have been sanctioned by the Governor General in Council:—

Mr. N. R. Cumberlege, Assistant Superintendent, 1st Grade, and Mr. E. R. Christian, Assistant Superintendent, 2nd Grade, to be District Superintendents of the 3rd Grade.

## No. 4805.

The leave of absence for six months on private affairs granted in Notification No. 1799, dated the 28th June last, to Mr. R. B. Flindell, Superintendent of Telegraphs, Dacca Division, is hereby cancelled at his own request.

## No. 4807.

Mr. J. M. Lane, Assistant Superintendent of Telegraphs, availed himself on the 20th ultimo of the privilege leave of absence for three months granted to him in Notification No. 4179, dated the 4th instant.

## No. 4809.

The services of Major J. Burn, Bengal Staff Corps, late Resident Councillor, Malacca, are placed at the disposal of the Military Department, with effect from the date on which his appointment was abolished.

## No. 4824.

Succaram Muhiput, Naib Tehseeldar of Ramtek, in the Nagpore District, Central Provinces, is invested with the powers described in Section 6 of Act XIV. of 1865, to be exercised within the limits of the Ramtek Tehseelee.

## No. 4826.

Lieutenant T. W. Hogg, Assistant Commissioner of Saugor, in the Central Provinces, is invested with the powers of a Subordinate Magistrate of the 2nd Class, described in Chapter 2, Section 22, of Act XXV. of 1861.

## No. 4828.

Lieutenant R. E. Burrowes, District Superintendent of Police, of Seonee, in the Central Provinces, has obtained three months' privilege leave of absence, with effect from the 15th November next, or from such subsequent date as he may avail himself of the same.

## No. 4830.

Mr. H. L. Dennys, Extra Assistant Commissioner of Saugor, in the Central Provinces, is invested with the powers of a Subordinate Magistrate of the 1st Class, described in Chapter 2, Section 22, of Act XXV. of 1861.

## No. 4832.

Captain T. Wakefield, Judge of the Small Cause Court at Jubbulpore, in the Central Provinces, is invested with the powers of a Magistrate within the limits of the Jubbulpore District, under Section 2 of Act XII. of 1861.

*The 25th September 1867.*

## No. 4868.

Mr. W. R. Baillie, Assistant District Superintendent of Police, 1st Class, in the Central Provinces, is permitted to resign his appointment with effect from the 15th June 1867.

APPOINTMENT.—Mr. W. A. Nedham, Officiating Assistant District Superintendent of Police, Central Provinces, to be an Assistant District Superintendent of Police, 1st Class, with effect from the date of Mr. W. R. Baillie's resignation.

## No. 4870.

Mr. J. A. Loch, late of the Civil Service, and Joint Magistrate and Deputy Collector of Muttra, reported his departure from India on board the Steam Ship *Mongolia* on the 9th instant.

## No. 4871.

Captain H. V. Mathias, District Superintendent of Police, Nimar, in the Central Provinces, has obtained ten days' preparatory leave of absence from such date as he may avail himself of the same, to proceed to Bombay for the purpose of appearing before a Medical Board with a view to obtaining leave on medical certificate to England.

APPOINTMENT.—Mr. A. Marriott, Assistant District Superintendent of Police, Nimar, as a temporary arrangement, during the absence on leave of Captain Mathias, or until further orders.

## No. 4873.

Mahomed Ali, Tehseeldar of Hurdah, in the Hoshungabad District, Central Provinces, is invested with the powers of a Subordinate Magistrate of the 1st Class, described in Chapter 2, Section 22, of Act XXV. of 1861, to be exercised within the limits of his Tehseelee.

## No. 4875.

In continuation of Notification No. 1845, dated the 14th June 1867, the following Despatch from the Right Hon'ble the Secretary of State, is published for general information:—

JUDICIAL.

INDIA OFFICE;

No. 48.

*London, the 16th August 1867.*

*To His Excellency the Right Hon'ble the Governor General of India in Council.*

SIR,—In acknowledging the receipt of your Despatch dated 17th June (No. 25) 1867, reporting the death of Mr. Justice Shumboonath Pundit, I have to express my regret at this lamentable event, and my hearty concurrence in the terms of your Notification under date the 14th June last.

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.



*The 26th September 1867.*

No. 4896.

Lieutenant H. R. Thuillier, R. E., Surveyor, 3rd Grade, in charge of the East Calcutta Longitudinal Series of the Great Trigonometrical Survey, has been granted privilege leave of absence for twenty days, with effect from the 3rd June last.

No. 4898.

Lieutenant W. M. Campbell, R. E., Assistant Surveyor, 1st Grade, Great Trigonometrical Survey, availed himself of only thirty days (*viz.*, from the 2nd to the 31st ultimo, inclusive) of the privilege leave of two months granted to him in Notification No. 3414, dated the 14th ultimo. The remainder of the leave is accordingly cancelled.

No. 4900.

Leave of absence for three months, with effect from the 19th ultimo, under Section 6 of the Uncovenanted Absentee Rules, has been granted to Mr. E. J. Jackson, Probationary Assistant Revenue Surveyor, 2nd Division, Central Provinces.

No. 4902.

Under Section 12 of Act II. of 1857, the Governor General in Council is pleased to authorize the affiliation in arts of the Cuttack Government School to the Calcutta University, from the 1st of January 1868.

No. 4905.

B. Moothanah, Parputtigar of the Nunjarajaputtan Hobly, in Coorg, is invested with the powers of a Subordinate Magistrate of the 2nd Class, described in Section 22 of Act XXV. of 1861.

E. C. BAYLEY,

*Secy. to the Govt. of India.*

## FOREIGN DEPARTMENT.

### NOTIFICATIONS.

#### Military.

*Simla, the 25th September 1867.*

No. 168.

LEAVE.—The undermentioned Officers of the 2nd Regiment, Central India Horse, are granted privilege leave of absence:—

Lieutenant C. B. Horsburgh, Adjutant, for sixty days.

Lieutenant A. F. Taylor, Officiating 1st Squadron Subaltern, for thirty days.

#### General.

*The 25th September 1867.*

No. 1614.

LEAVE.—The privilege leave granted to Lieutenant W. Hamilton, Assistant Commissioner in

Oudh, in Notification No. 1461, dated 29th ultimo, is extended to two months.

*The 26th September 1867.*

No. 1618.

LEAVE.—Privilege leave for one month and a half is granted to Mr. M. B. Tull Sing, Extra Assistant Commissioner of Nagpore.

No. 1620.

The following promotions and alterations of rank are sanctioned in the Commission of British Burmah:—

The appointment of Lieutenant H. A. Gower to be Assistant Commissioner, 3rd Grade, in British Burmah, which was notified in G. O. No. 961, dated 31st May, as having effect from the 9th April, is antedated to the 11th March last.

Mr. C. J. F. Smith-Forbes is appointed an Assistant Commissioner of the 3rd Grade, with effect from the 1st April last.

Colonel Verner, late Commissioner of Arracan, not having vacated his appointment until the 24th April 1867 (the date on which the Steamer *Candia*

Lieut.-Col. Stevenson.	was left by the Pilot at
Major Ripley.	Sea), the promotions
Lieut.-Col. Ryan.	notified in G. O. No.
Captain Hildebrand.	961, dated 31st May,
Lieutenant Plant.	and No. 1192, dated
Lieutenant Strover.	16th July, of the Officers
Lieutenant Prendergast.	named in the margin,

are to have effect from the 24th, and not the 9th April as therein stated.

Mr. C. Duke is appointed an Assistant Commissioner, 3rd Grade, *vice* Lieutenant Prendergast, promoted with effect from the 24th April.

The appointment of Lieutenant Furlong to be an Additional Assistant Commissioner, notified in G. O. No. 1311, dated 8th ultimo, is to have effect from the 7th idem.

The appointment of Captain Wynch to officiate temporarily as an Assistant Commissioner, notified in G. O. No. 1407, dated 16th ultimo, is to have effect from the 10th idem.

Lieutenant M. C. Poole, Superintendent of Police, in British Burmah, is appointed to officiate temporarily as an Assistant Commissioner, with effect from the 31st ultimo.

W. MUIR,

*Foreign Secretary.*

## MILITARY DEPARTMENT.

*Simla, the 23rd September 1867.*

No. 916 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

Captain G. W. C. Plowden, of the 21st Hussars, Officiating Brigade Major, Jullunder, to be a Brigade Major on the establishment, *vice* Lascelles, who vacates on the departure of his Regiment to England.

*The 24th September 1867.*

No. 917 of 1867.—Baboo Chunder Nauth Bose, late Sub-Assistant Surgeon, attached to the Public Works Department at Shergotty, and who in 1865 was permitted to resign, is re-admitted into the service as a Sub-Assistant Surgeon of the 3rd Grade.

*The 25th September 1867.*

No. 918 of 1867.—The undermentioned Officer is permitted to proceed to Europe on leave of absence on sick certificate :—

Lieutenant Henry Gordon }  
Waterfield, of the Bengal } For twenty  
Staff Corps, Adjutant, 8th } months.  
Regiment, Native Infantry ..

No. 919 of 1867.—Subadar-  
Major Sheik Hyder, of the  
32nd Regiment, Madras Na-  
tive Infantry, is promoted  
from the 2nd to the 1st Class  
of the Order of British  
India, with the title of "Sir-  
dar Bahadoor" ...  
Subadar Appoo, of the Madras  
Sappers and Miners, is ad-  
mitted to the 2nd Class of  
the Order of British India,  
with the title of "Bahadoor"

From the 30th  
July 1867, in  
succession to  
pensioned Su-  
badar Maho-  
med Cubbeer,  
Sirdar Baha-  
door of the 1st  
Class, deceased.

No. 920 of 1867.—In accordance with the 10th paragraph of G. G. O. No. 370, dated 1st June 1863, the following promotion is made from the date specified :—

## ORDNANCE COMMISSARIAT DEPARTMENT.

*To be Sub-Conductor.*

Officiating Sub-Conductor } From the 12th  
James Kelly ... } March 1867.

No. 921 of 1867.—The following promotions are made in the undermentioned corps of the Native Army :—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
17th (The Loyal Poorbeah) Regiment, Native Infantry ...	Jemadar Jan Ally Khan ...	Subadar ...	1st May 1867	Kassie Sookul, invalided.
	Havildar Sooful Sing ...	Jemadar ..	Ditto ...	Jan Ally Khan, promoted.
	Ditto Goonraje Sing ...	Ditto ...	Ditto ...	Rampersad Pattuck, invalided.
	Ditto Hunnoman Sing ...	Ditto ...	Ditto ...	Munbode Pandey, invalided.
43rd (Assam) Regiment, Native Light Infantry	Jemadar Mohun Sing, transferred from the 7th N. I.	Subadar ...	16th July 1866	To complete the establishment.
	Jemadar Goolzar Sing, transferred from the 3rd N. I.	Ditto ...	25th Aug. "	
	Havildar Gooman Khan, transferred from the 2nd N. I.	Jemadar ...	16th " "	
	Havildar Sheik Emam Bux, transferred from the 7th N. I.	Ditto ...	16th July "	
	Havildar Sheikh Baichoo, transferred from the 4th N. I.	Ditto ...	16th Aug. "	
	Havildar Khoda Bux, transferred from the 8th N. I.	Ditto ...	Ditto ...	
1st Goorkha Regiment, Light Infantry ...	Jemadar Seamdass Kunait ...	Subadar ...	3rd May 1867	Jusseah Rajpoot, invalided.
	Havildar Bugteah Goorung ...	Jemadar ...	Ditto ...	Seamdass Kunait, promoted.

No. 922 of 1867.—The undermentioned students of the Military Class, attached to the Calcutta Medical College, having passed the prescribed examination, are admitted into the service as Native Doctors, with effect from the 16th August 1867, and placed at the disposal of the Inspector General of Hospitals, Indian Medical Service, Lower Provinces:—

Abdool Gunnee, 1st.  
Busheer Oodeen Ahmed, 1st.  
Hujuth Oollah.

No. 923 of 1867.—The undermentioned out-pensioner having been permitted to reside and draw his stipend in the Bengal Presidency, payment of his pension is to be made and charged accordingly:—

	<i>Rate of Pension.</i>
Serjeant-Major Henry Holland, an out-pensioner of the Royal Hospital at Chelsea, from the 3rd Bengal European Regiment ...	2s. 6d. (two shillings and six pence) per diem, paid up to the 30th of September 1867.

The 26th September 1867.

No. 924 of 1867.—The services of Lieutenant W. P. Harrison, of the General List, Infantry, Quarter-Master, 34th (The Futehgurh) Regiment of Native Infantry, are placed at the disposal of the Foreign Department.

No. 925 of 1867.—The services of Lieutenant R. W. Napier, of the General List, Infantry, returned from furlough to Europe, are placed at the disposal of the Government of Bombay.

No. 926 of 1867.—It is notified that Officers entitled to a free passage to England, will hereafter be allowed passage money only on a certificate from the Officer of the Quarter-Master General's Department at the port of embarkation that a passage cannot be furnished on board any of Her Majesty's Indian Troop Ships, and that their services are not required, or are not available for duty on other vessels taken up for the conveyance of troops to England.

No. 927 of 1867.—The services of Captain W. A. Garden, of the Bengal Staff Corps, Wing Officer, 19th (Punjab) Regiment of Native Infantry, are placed at the disposal of the Government of the North-Western Provinces.

The 27th September 1867.

No. 928 of 1867.—His Excellency the Governor General in Council is pleased to sanction the fol-

lowing exchange of appointments in the Punjab Frontier Force:—

*2nd Punjab Infantry:*

Captain T. M. Sandys, of the Bengal Staff Corps, Adjutant, to be 1st Wing Subaltern.

Lieutenant W. S. Nugent, of the Bengal Staff Corps, 1st Wing Subaltern, to be Adjutant.

No. 929 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointments:—

PUNJAB FRONTIER FORCE.

*4th Punjab Infantry:*

Lieutenant A. McC. Bruce, of the General List, Infantry, 1st Wing Subaltern, to be Quarter Master, *vice* Lieutenant de Lautour, deceased.

Ensign A. Gaselee, of Her Majesty's 93rd Highlanders, and a Staff Corps Probationer, 2nd Wing Subaltern, 5th Punjab Infantry, to be 1st Wing Subaltern, *vice* Lieutenant Bruce.

No. 930 of 1867.—The leave of absence on medical certificate granted to Lieutenant-Colonel O. Hamilton, of the Bengal Staff Corps, Pay-master, Meerut Circle, in G. G. O. No. 886 of the 12th September 1867, is to be considered to have effect from the 17th, instead of the 19th, August 1867, as stated in that Order.

No. 931 of 1867.—Under instructions from the Right Hon'ble the Secretary of State for India, it is hereby notified that the stations named in the margin are to be omitted from G. G. O. No. 365, dated 4th April 1867.

Thyat-Myo.  
Tonghoo.  
Neomuch.  
Nussereabad.  
Aden.

2. Henceforward the indulgence of privilege leave for ninety days consecutively is to be confined to Officers of Local Corps, or of Corps which, though liable to serve in any part of India, are usually employed in, or have their permanent head quarters at, one Station or in one District or Division, such as the Punjab Frontier Force, or the 42nd, 43rd, and 44th Regiments, Bengal Native Infantry.

3. Officers of such Corps will, however, only be granted the extended privilege leave when serving at the remaining Stations mentioned in the General Order above referred to, *viz.*, Stations in Assam, Shillong, Erinpoorah, Deolee, Khairwara Khotra, Bunnoo, Dera Ismael Khan, Dera Ghazee Khan, Rajanpore, Jacobabad.

4. The restrictions under the foregoing Order will not apply to any Officers who may now be on privilege leave of absence under the provisions of the General Order of the 4th April last.

5. It is further ruled, for general information, that, under the orders of the Right Hon'ble the Secretary of State for India, Military Officers cannot be permitted to visit Europe on privilege leave.

No. 932 of 1867.—The following alterations of rank and promotions are made, subject to Her Majesty's approval, in consequence of certain Officers, originally promoted in succession to General Officers deceased, having subsequently, under the operation of paragraph 69 of Sir C. Wood's Despatch, published in G. G. O. No. 632 of the 4th August 1864, obtained higher rank, or rank from dates antecedent to those previously assigned to them :—

*Brevet :*

Major John Cameron, Madras Cavalry (retired 31st December 1861), to rank as Major ...	From 21st February 1861, in succession to General J. F. Dyson, Bombay Infantry, deceased.
Major John Alexander Campbell, Madras Cavalry (died 15th April 1863), to rank as Major ...	From 24th April 1861, in succession to Lieutenant-General Sir M. Cubbon, K. C. B., Madras Infantry, deceased.
Major Clare Sewell Salmon, Bengal Infantry (retired 31st December 1861), to rank as Major ...	From 27th April 1861, in succession to Major-General H. M. Graves, Bengal Infantry, deceased.
Major Alfred Keating, Madras Infantry (retired 30th September 1861), to rank as Major ...	From 29th April 1861, in succession to Lieutenant-General S. Shaw, Royal (Bengal) Artillery, deceased.
Lieutenant-Colonel Frederick Westbrooke, Bombay Infantry (retired 31st December 1861), to rank as Lieutenant-Colonel ...	From 11th July 1861, in succession to Major-General N. Johnson, Madras Infantry, deceased.
Major William Henry Baynes, Madras Infantry (retired 31st December 1861), to rank as Major ...	
Lieutenant-Colonel Theodore Francis Broughton Beatson, Bengal Cavalry (retired 31st December 1861), to rank as Lieutenant-Colonel ...	From 21st July 1861, in succession to Major-General J. Laurie, Madras Infantry, deceased.
Major Samuel John Beeher, Bengal Infantry (retired 31st December 1861), to rank as Major ...	
Lieutenant-Colonel Rodney James Kempt, Madras Infantry (retired 30th September 1861), to rank as Lieutenant-Colonel ...	From 23rd July 1861, in succession to Lieutenant-General J. Harris, Bengal Infantry, deceased.
Major (local Lieutenant-Colonel) John D'Oyly Baring, Bengal Infantry (107th Foot), to rank as Major ...	
Lieutenant-Colonel Augustus Russell, Madras Infantry (retired 31st December 1861), to rank as Lieutenant-Colonel ...	From 29th August 1861, in succession to Major-General G. Hutton, Madras Infantry, deceased.
Captain Henry Strachey, Bengal Infantry (retired 31st December 1861), to be Major ...	
Lieutenant-Colonel George Thomas Haly, Madras Infantry (103th Foot, retired 3rd November 1863), to rank as Lieutenant-Colonel ...	From 2nd September 1861, in succession to General S. H. Tod, Bengal Infantry, deceased.
Major Joseph MacVicar, Madras Infantry (invalided 20th April 1862), to rank as Major ...	
Lieutenant-Colonel David Gaussen, Bengal Infantry (retired 31st December 1861), to rank as Lieutenant-Colonel ...	From 5th September 1861, in succession to Major-General D. Cunningham, Bombay Cavalry, deceased.
Captain George Carr, Madras Infantry (retired 28th September 1861), to be Major ...	
Major Clement Read Browne, Bengal Infantry (retired 31st December 1861), to be Lieutenant-Colonel ...	From 17th September 1861, in succession to General G. R. Kemp, Bombay Infantry, deceased.
Major William Frederick Newton Wallace, Bengal Infantry (retired 31st December 1863), to rank as Major ...	
Major James Campbell, Madras Infantry (retired 31st December 1861), to be Lieutenant-Colonel ...	From 25th September 1861, in succession to Major-General A. Shirreff, Royal (Madras) Artillery, deceased.
Captain John Hamilton Corsar, Madras Cavalry (retired 31st December 1861), to be Major ...	
Major Henry Matthew Nation, Bengal Infantry (retired 31st December 1861), to be Lieutenant-Colonel ...	From 2nd November 1861, in succession to General Sir W. Richards, K. C. B., Bengal Infantry, deceased.
Major (local Lieutenant-Colonel) George Gaynor, Bengal Infantry (104th Foot, retired on half-pay 29th June 1866), to rank as Major ...	
Major James Jackson, Madras Infantry (retired 31st December 1861), to be Lieutenant-Colonel ...	From 14th November 1861, in succession to Major-General J. Hoggan, C. B., Bengal Infantry, deceased.
Captain Robert Archibald Trotter, Bengal Infantry (retired 31st December 1861), to be Major ...	



Lieutenant-Colonel Philip Arthur Pleydell Bouverie, Bengal Staff Corps (retired 24th October 1863), to rank as Lieutenant-Colonel...	From 1st January 1862, in succession to Major-General Sir R. J. H. Birch, K. C. B., Bengal Infantry, retired.
Captain (local Lieutenant-Colonel) Joseph Bleaymire, Bengal Infantry (104th Foot), to be Major ...	
Lieutenant-Colonel Alexander Bagot, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 1st January 1862, in succession to Major-General C. Clemons, Madras Infantry, retired.
Major (Lieutenant-Colonel) Charles Thomas Trower, Bombay Infantry (103rd Foot, retired 14th June 1864), to rank as Major ...	
Lieutenant-Colonel Michie Forbes Gordon, Bombay Staff Corps (retired 18th July 1864), to rank as Lieutenant-Colonel ...	From 1st January 1862, in succession to Major-General J. K. McCausland, C. B., Bengal Infantry, retired.
Major Charles Edward Taylor, Madras Infantry, to rank as Major ...	
Lieutenant-Colonel Alexander Stephenson Findlay, Madras Infantry (retired 14th November 1863), to rank as Lieutenant-Colonel ...	From 1st January 1862, in succession to Major-General W. Cotton, Madras Infantry, retired.
Captain (Lieutenant-Colonel) William Stuart Furneaux, Bombay Infantry (103rd Foot), to be Major ...	
Lieutenant-Colonel Clements Edward Money Walker, Madras Staff Corps, to rank as Lieutenant-Colonel ...	From 6th April 1862, in succession to General Sir R. Houstoun, K. C. B., Bengal Cavalry, deceased.
Captain (local Lieutenant-Colonel) Francis Seton Kempt, Bombay Infantry (103rd Foot), to be Major ...	
Lieutenant-Colonel Charles Herbert, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 14th April 1862, in succession to Lieutenant-General J. Tulloch, C. B., Bengal Infantry, deceased.
Major Blackett Revell, Madras Infantry (retired 14th April 1863), to rank as Major ...	
Lieutenant-Colonel Charles James Roberts, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 20th April 1862, in succession to Major-General R. Home, Bengal Infantry, deceased.
Major Cecil Nicholls, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel Sydney Joseph Hire, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 10th June 1862, in succession to Lieutenant-General J. Ketchen, Royal (Madras) Artillery, deceased.
Major Robert Gordon, Bombay Infantry (retired 29th October 1863), to rank as Major ...	
Lieutenant-Colonel Charles Vincent Bowie, Royal (Bengal) Artillery, to rank as Lieutenant-Colonel ...	From 15th June 1862, in succession to Lieutenant-General A. Hervey, C. B., Bengal Infantry, deceased.
Major John Frederick Harman Brown, Madras Infantry (retired 29th May 1864), to rank as Major ...	
Lieutenant-Colonel James Edmund Mayne, Madras Staff Corps, to rank as Lieutenant-Colonel ...	From 2nd July 1862, in succession to Major-General A. H. E. Boileau, Royal (Bengal) Engineers, deceased.
Captain (Major) Charles Campbell Hook, Madras Cavalry (20th Hussars, retired 15th November 1864), to be Major ...	
Lieutenant-Colonel Frederick John Goldsmid, C. B., Madras Staff Corps, to rank as Lieutenant-Colonel ...	From 16th July 1862, in succession to Major-General J. Manson, Bengal Infantry, deceased.
Captain (Lieutenant-Colonel) Roderick Bannatyne Macleod, Bengal Cavalry (21st Hussars), to be Major ...	
Lieutenant-Colonel William Adam Anstruther Thomson, Bengal Cavalry (died 3rd August 1865), to rank as Lieutenant-Colonel ...	From 2nd August 1862, in succession to Major-General A. Carnegie, C. B., Bengal Infantry, deceased.
Major Alexander Brathwaite Fenwick, Bengal Infantry (died 25th November 1863), to rank as Major ...	
Major (Lieutenant-Colonel) Alaric Robertson, Madras Staff Corps (retired 14th April 1864), to be Lieutenant-Colonel ...	From 6th September 1862, in succession to Lieutenant-General T. Marrett, Madras Infantry, deceased.
Major (Lieutenant-Colonel) George Travis Radcliffe, Madras Cavalry, to rank as Major ...	
Lieutenant-Colonel John Gustavus Halliday, Madras Infantry, to rank as Lieutenant-Colonel ...	From 2nd October 1862, in succession to Lieutenant-General W. Cullen, Royal (Madras) Artillery, deceased.
Captain George Forbes, Madras Cavalry (died 10th April 1864), to be Major ...	

Lieutenant-Colonel Sir William Henry Rodes Green, K. C. S. I., C. B., Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 5th October 1862, in succession to General G. B. Brooks, Bombay Infantry, deceased.
Major Edward Henry Power, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel William Lockyer Merewether, C. B., Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 22nd November 1862, in succession to General D. Barr, Bombay Infantry, deceased.
Captain Theodore Gordon, Bengal Infantry (retired 1st July 1863), to be Major ...	
Major Thomas Philip Sparks, Madras Staff Corps (died 23rd April 1863), to be Lieutenant-Colonel ...	From 12th December 1862, in succession to Major-General J. D. Stokes, Madras Infantry, deceased.
Major Robert Renton, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel Robert Phayre, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 6th January 1863, in succession to General P. Shubrick, Bengal Cavalry, deceased.
Major Charles Frederick Browne, Bengal Staff Corps, to rank as Major ...	
Lieutenant-Colonel Edward Charles Marston, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 12th March 1863, in succession to Lieutenant-General Sir J. Outram, G. C. B., K. S. I., Bombay Infantry, deceased.
Major James Langford Pearse, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel Henry Knightley Burne, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 18th March 1863, in succession to Lieutenant-General J. Perry, Madras Infantry, deceased.
Major Thomas Sweet, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel Dean Christian Shute, Bengal Infantry, to rank as Lieutenant-Colonel ...	From 3rd April 1863, in succession to Major-General D. Forbes, Bombay Infantry, deceased.
Captain William Robert Wallace, Bengal Infantry (retired 29th February 1864), to be Major ...	
Lieutenant-Colonel John Augustus Wood, V. C., Bombay Staff Corps, to rank as Lieutenant-Col. ...	From 6th April 1863, in succession to Lieutenant-General D. G. Scott, Bengal Infantry, deceased.
Major Arthur Channey Phillips, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel Robert Lewis Taylor, C. B., Bombay Staff Corps (retired 30th January 1865), to rank as Lieutenant-Colonel ...	From 14th April 1863, in succession to Lieutenant-General T. Fiddes, Bengal Infantry, deceased.
Major (Lieutenant-Colonel) Charles Henry Nicholletts, Bengal Cavalry (retired 20th May 1866), to rank as Major ...	
Lieutenant-Colonel Henry Mein Wilson, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 17th April 1863, in succession to Lieutenant-General W. H. Hewitt, Bengal Infantry, deceased.
Major William Barber, Madras Infantry, to rank as Major ...	
Lieutenant-Colonel Octavius Hamilton, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 21st April 1863, in succession to Lieutenant-General R. Blackall, Bengal Infantry, deceased.
Captain Hugh Murray Davidson, Bengal Infantry (died 25th September 1863), to be Major ...	
Lieutenant-Colonel Octavius Edward Rothney, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 10th June 1863, in succession to Major-General J. A. Barstow, Bengal Infantry, deceased.
Captain (Lieutenant-Colonel) Hickman Thomas Molesworth, Royal (Madras) Artillery, to be Major ...	
Major John Wray, Bombay Infantry (died 15th November 1864), to be Lieutenant-Colonel ...	From 29th June 1863, in succession to General Sir J. L. Caldwell, G. C. B., Royal (Madras) Engineers, deceased.
Major George Hunter Thompson, Bengal Staff Corps, to rank as Major ...	
Lieutenant-Colonel William Joseph Fitzmaurice Stafford, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 13th January 1864, in succession to General J. A'hmuty, Royal (Bengal) Artillery, deceased.
Major Francis Dawson, Madras Staff Corps, to rank as Major ...	
Lieutenant-Colonel Charles Terrington Aitchison, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 18th January 1864, in succession to Major-General R. Thorpe, Madras Infantry, deceased.
Captain (Lieutenant-Colonel) Allan Newton Scott, Royal (Madras) Artillery (retired 3rd October 1866), to be Major ...	

Lieutenant-Colonel Edward Penfold Arthur, Bombay Staff Corps, to rank as Lieutenant-Colonel	}	From 26th May 1864, in succession to Major-General W. Sage, Bengal Infantry, deceased.
Major (Lieutenant-Colonel) Wm. Clarke Francis Gosling, Royal (Madras) Artillery, to rank as Major		
Lieutenant-Colonel Henry LePoer Trench, Bengal Staff Corps, to rank as Lieutenant-Colonel	}	From 28th May 1864, in succession to Major-General T. Anderson, Madras Cavalry, deceased.
Major William Thomas Bowen, Bombay Staff Corps, to rank as Major		
Lieutenant-Colonel Frederick Charles Maisey, Bengal Infantry, to rank as Lieutenant-Colonel	}	From 25th June 1864, in succession to Lieutenant-General H. Ross, Madras Infantry, deceased.
Major Thomas Smith Warden, Bombay Staff Corps, to rank as Major		
Lieutenant-Colonel George Whittle Mackenzie Hall, Bengal Staff Corps, to rank as Lieutenant-Colonel	}	From 17th August 1864, in succession to Lieutenant-General C. D. Dun, Madras Infantry, deceased.
Major (Lieutenant-Colonel) Charles Douglas Waddell, Royal (Madras) Artillery (retired 27th April 1867), to rank as Major		
Lieutenant-Colonel James Alphonse Collier, Bombay Staff Corps, to rank as Lieutenant-Colonel	}	From 21st October 1864, in succession to Lieutenant-General G. Sandys, Madras Cavalry, deceased.
Major (Lieutenant-Colonel) Alexander Stewart, Royal (Madras) Artillery, to rank as Major		
Lieutenant-Colonel Henry Murray Garstin, Bengal Staff Corps (died 27th July 1867), to rank as Lieutenant-Colonel	}	From 8th January 1865, in succession to Lieutenant-General M. C. Paul, Bengal Infantry, deceased.
Major Robert Caulfeild, Madras Cavalry, to rank as Major		
Lieutenant-Colonel Malcolm Scrimshire Green, c.b., Bombay Staff Corps, to rank as Lieutenant-Colonel	}	From 24th January 1865, in succession to Lieutenant-General R. Powney, Royal (Bengal) Artillery, deceased.
Major Benjamin Campbell Hitchins, Royal (Madras) Artillery (died 23rd June 1865), to rank as Major		
Lieutenant-Colonel Henry Francis Maxwell Boisson, Bengal Staff Corps, to rank as Lieutenant-Colonel	}	From 12th March 1865, in succession to Lieutenant-General Sir S. W. Steel, k. c. b., Madras Infantry, deceased.
Major (Lieutenant-Colonel) John Harvey Elwyn, Royal (Madras) Artillery, to rank as Major		
Lieutenant-Colonel Charles Henry Barchard, c. b., Bengal Staff Corps, to rank as Lieutenant-Colonel	}	From 28th March 1865, in succession to General R. C. Andree, Bengal Infantry, deceased.
Major T. Mowbray Baumgartner, Bombay Staff Corps, to rank as Major		
Lieutenant-Colonel Thomas Edward Kennion, Royal (Bengal) Artillery, to rank as Lieutenant-Colonel	}	From 29th March 1865, in succession to Major-General J. Matthie, Bengal Infantry, deceased.
Major John Philip Anthony Theobald, Bengal Cavalry, to rank as Major		
Lieutenant-Colonel Alfred Light, Royal (Bengal) Artillery, to rank as Lieutenant-Colonel	}	From 9th April 1865, in succession to General M. Boyd, Bengal Infantry, deceased.
Major Etienne St. George, Bengal Staff Corps, to rank as Major		
Lieutenant-Colonel William Carmichael Russell, Royal (Bengal) Artillery, to rank as Lieutenant-Colonel	}	From 5th June 1865, in succession to Lieutenant-General G. W. A. Lloyd, c. b., Bengal Infantry, deceased.
Major Thomas Nuttall, Bombay Staff Corps, to rank as Major		
Lieutenant-Colonel Thomas Harmer Sibley, Bengal Staff Corps, to rank as Lieutenant-Colonel	}	From 13th June 1865, in succession to General J. Truscott, Bengal Infantry, deceased.
Major Archibald William Graham, Bombay Infantry, to rank as Major		
Lieutenant-Colonel John Joseph Laurie, Bombay Staff Corps, to rank as Lieutenant-Colonel	}	From 23rd July 1865, in succession to Lieutenant-General W. Watkins, Madras Infantry, deceased.
Lieutenant-Colonel Edward Long Grant, Madras Infantry, to rank as Lieutenant-Colonel	}	From 2nd August 1865, in succession to Major-General Sir S. Corbett, k. c. b., Bengal Infantry, deceased.

Lieutenant-Colonel Charles St. George Brownlow, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 22nd August 1865, in succession to Lieutenant-General H. F. Salter, c. B., Bengal Cavalry, deceased.
Lieutenant-Colonel James Gray Campbell Fraser, Madras Staff Corps, to rank as Lieutenant-Colonel ...	From 9th October 1865, in succession to Major-General St. G. D. Showers, c. B., Bengal Infantry, deceased.
Lieutenant-Colonel Banastre Pryce Lloyd, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 12th October 1865, in succession to Major-General J. Scott, Bombay Infantry, deceased.
Lieutenant-Colonel John Williams Sanders, Bengal Infantry, to rank as Lieutenant-Colonel ...	From 20th November 1865, in succession to Lieutenant-General H. Sargent, Madras Infantry, deceased.
Lieutenant-Colonel Bendyshe Walton, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 21st December 1865, in succession to Lieutenant-General D. Sim, Royal (Madras) Engineers, deceased.
Lieutenant-Colonel Edward Oakes, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 22nd December 1865, in succession to Lieutenant-General G. E. Gowan, c. B., Royal (Bengal) Artillery, deceased.
Lieutenant-Colonel Henry Lane, Bengal Cavalry (retired 25th October 1866), to rank as Lieutenant-Colonel ...	From 7th February 1866, in succession to Major-General J. M. Shortt, Bombay Infantry, deceased.
Lieutenant-Colonel Robert Patrick Anderson, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 15th February 1866, in succession to Major-General C. A. Browne, Madras Infantry, deceased.
Lieutenant-Colonel Arthur Davies Dickens, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 26th April 1866, in succession to General J. Anderson, Bengal Infantry, deceased.
Lieutenant-Colonel George Scougall Macbean, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 29th April 1866, in succession to Lieutenant-General G. R. Pemberton, Bengal Infantry, deceased.
Lieutenant-Colonel Thomas James, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 3rd May 1866, in succession to General E. F. Waters, c. B., Bengal Infantry, deceased.
Lieutenant-Colonel Joseph Fletcher Richardson, c. B., Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 27th May 1866, in succession to General G. Jackson, Madras Infantry, deceased.
Lieutenant-Colonel Henry Hastings Affleck Wood, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 12th June 1866, in succession to General T. H. Paul, Bengal Infantry, deceased.
Lieutenant-Colonel Winkworth Scott, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 19th June 1866, in succession to General S. Swinhoe, Bengal Infantry, deceased.
Lieutenant-Colonel Henry Finch, Bengal Infantry, to rank as Lieutenant-Colonel ...	From 23rd July 1866, in succession to General C. W. Hamilton, Bengal Infantry, deceased.
Lieutenant-Colonel Richard Lloyd Thompson, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 26th August 1866, in succession to Lieutenant-General A. F. Richmond, c. B., Bengal Infantry, deceased.
Lieutenant-Colonel William Murray, Madras Staff Corps, to rank as Lieutenant-Colonel ...	From 17th September 1866, in succession to General W. R. C. Costley, Bengal Infantry, deceased.
Lieutenant-Colonel James Anthony Steel, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 29th October 1866, in succession to Major-General Sir G. St. P. Lawrence, K. C. S. I., c. B., Bengal Staff Corps, retired.
Lieutenant-Colonel Hamilton Forbes, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 4th November 1866, in succession to Lieutenant-General W. D. Robertson, Bombay Infantry, deceased.
Lieutenant-Colonel John Irvine Murray, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 6th November 1866, in succession to General W. Gilbert, Bombay Infantry, deceased.
Lieutenant-Colonel Richard Harte Keatinge, c. S. I., v. C., Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 13th November 1866, in succession to Major-General G. Macan, Bombay Infantry, deceased.
Lieutenant-Colonel Harry Cortlandt Anderson, Bengal Staff Corps, to rank as Lieutenant-Colonel ...	From 6th December 1866, in succession to General E. Frederick, c. B., Bombay Infantry, deceased.



Lieutenant-Colonel John Henry Blomfield Dennis, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 22nd December 1866, in succession to Major-General H. F. Caley, Bengal Infantry, deceased.
Lieutenant-Colonel Francis Adam Ellis Loch, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 18th January 1867, in succession to General C. Herbert, c. b., Madras Infantry, deceased.
Lieutenant-Colonel Colin Cookworthy, Royal (Bengal) Artillery, to rank as Lieutenant-Colonel ...	From 24th January 1867, in succession to Major-General T. A. A. Munsey, Madras Cavalry, deceased.
Lieutenant-Colonel Frederick William Lambert, Bengal Infantry, to rank as Lieutenant-Colonel.	From 12th February 1867, in succession to Lieutenant-General G. J. Wilson, Bombay Infantry, deceased.
Lieutenant-Colonel Charles John Stanley Gough, v. c., Bengal Cavalry, to rank as Lieutenant-Colonel ...	From 26th February 1867, in succession to Major-General A. Abbott, Royal (Bengal) Artillery, deceased.
Lieutenant-Colonel Charles William Miles, Bengal Staff Corps, to rank as Lieutenant-Colonel	From 1st March 1867, in succession to General C. A. G. Wallington, Bengal Infantry, deceased.
Lieutenant-Colonel Alfred Butler Little, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 11th March 1867, in succession to Major-General J. E. G. Morris, Bombay Infantry, deceased.
Lieutenant-Colonel Edmund Antoine Henry Bacon, Bombay Staff Corps, to rank as Lieutenant-Colonel ...	From 13th March 1867, in succession to Major-General W. P. Macdonald, Madras Staff Corps, deceased.
Major Allen Bayard Johnson, Bengal Staff Corps, to be Lieutenant-Colonel ...	From 25th March 1867, in succession to Major-General J. C. Heath, Bombay Infantry, deceased.
Major Herbert Taylor Macpherson, v. c., Bengal Staff Corps, to be Lieutenant-Colonel ...	From 5th April 1867, in succession to Major-General J. Moule, Bengal Infantry, deceased.

No. 933 of 1867.—Inconvenience having been found to arise from the existing practice of attaching Officers holding regimental or other substantive appointments to officiate for lengthened periods in the Commissariat Department in room of Officers of the permanent establishment absent on leave, His Excellency the Governor General in Council has resolved, subject to the approval of the Right Hon'ble the Secretary of State, to add another grade to the permanent Department of the Army Commissariat, to consist of eight Officers, who will be hereafter appointed, under the designation of Sub-Assistant Commissary General, 3rd Class, on a staff salary of Rupees 150 a month.

2. Officers of this grade, when officiating in a higher graded appointment of the Department, will receive, in accordance with the existing practice, half the staff salary of their substantive grade, and half that of the grade in which they are officiating.

3. No appointments will be made to the grade now formed in room of those Officers who may be officiating in higher grades, and admission to it will be governed by the rules applicable to the Department in respect to probation and tests under which appointments have hitherto been made to the permanent establishment.

No. 934 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps, with effect from the date specified opposite to his name, subject to the confirmation of the Right Honorable the Secretary of State for India:—

Lieutenant Francis Palmer Jones, of the 23rd (Royal Welsh) Fusiliers, Assistant District Superintendent of Police, 1st Grade, 1st Class, Umballa, and Officiating District Superintendent, Kurnaul	27th February 1866.
--	---------------------

No. 935 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps, with effect from the date specified opposite to his name, subject to the confirmation of the Right Honorable the Secretary of State for India:—

Lieutenant Reginald Beavan, of the General List, Infantry, Quarter Master, 22nd (Punjab) Regiment of Native Infantry	9th September 1867.
--	---------------------

No. 936 of 1867.—Surgeon T. M. Blackley, m. b., of Her Majesty's 46th Foot, is appointed Secretary to the Inspector General of Hospitals, Her Majesty's British Forces, in succession to Surgeon W. M. Webb, ordered to proceed to England, with effect from the 24th September 1867, or the date of the latter Officer's embarkation from Calcutta.

H. W. NORMAN, \*Col.,  
Secy. to the Govt. of India.

**PUBLIC WORKS DEPARTMENT.****NOTIFICATIONS.****Establishment.***Simla, the 21st September 1867.*

No. 244.

Captain C. J. Mead, s. c., Executive Engineer, 1st Grade, and Officiating Superintending Engineer, Central Provinces, is transferred in his present departmental rank to Hyderabad, *vice* Major Price, Superintending Engineer, who is about to proceed on furlough.

No. 245.

Mr. C. J. Campbell, Executive Engineer, 1st Grade, is transferred from the Punjab to the Central Provinces, as Officiating Superintending Engineer, *vice* Captain Mead.

No. 246.

Mr. J. C. Rebeiro, Overseer, 1st Grade, is transferred from British Burmah to Hyderabad.

*The 24th September 1867.*

No. 247.

Baboo Kally Puddo Banerjee, Accountant, 4th Grade, is transferred from Oudh to Bengal.

*The 27th September 1867.*

No. 248.

Mr. C. G. Wray, Executive Engineer, 3rd Grade, Bengal, has been permitted to resign his appointment in the Public Works Department.

**Revenue—Forest.***The 20th September 1867.*

No. 14F.

Mr. R. M. Adam, Officiating Assistant Conservator of Forests in Oudh, is appointed permanently as Assistant Conservator in that Province, with effect from the 9th August 1867, *vice* Mr. C. Chapman, transferred to the Oudh Commission.

C. H. DICKENS, Col., R. A.,

*Secy. to the Govt. of India.***COMPTROLLER GENERAL'S OFFICE.****NOTIFICATION.***Fort William, the 17th September 1867.*

Money Order Offices have been recently opened at the undermentioned Stations in the Lower Provinces of Bengal:—

Golaghat.

Mungledye.

Serajgunge.

E. F. HARRISON,

*Comptroller General of Accounts.***REVENUE SURVEY DEPARTMENT.****NOTIFICATION.***Calcutta, the 17th September 1867.*

No. 37.

One month's privilege leave of absence, under Financial Department Resolution No. 198, dated 18th January 1866, is granted to Mr. J. Mills, Sub-Assistant Revenue Surveyor, 3rd Grade, attached to the 2nd Division, Oudh, from the date on which he may avail himself of the indulgence.

JOHN MACDONALD, Major,

*Offg. Depy. Surveyor General.***Great Trigonometrical Survey of India.****NOTIFICATION.***Dehra Doon, the 20th September 1867.*

No. 36.

Mr. Alfred Moore, Sub-Assistant, 4th Grade, has obtained two months' leave of absence on medical certificate with effect from the 11th instant.

J. T. WALKER, Lieut.-Col., R. F.,

*Supdt., G. T. Survey of India.***PAPER CURRENCY OFFICE.****NOTIFICATION.***Calcutta, the 10th September 1867.***NEW ISSUE OF CURRENCY NOTES.**

In continuation of Notification dated 1st July 1867, Notice is given that Currency Notes of a new pattern for Rs. 10, 20, and 50, are now issued from the Exchange Department of this Office.

The Notes are in general character very similar to those lately issued for Rs. 500 and Rs. 1,000; the chief points of difference being that, in the Notes of the lower denominations, the value, printed in letters in the Vernacular languages, is placed in the middle of the Note, instead of in the upper part.

The medallions containing in figures Rs. 10, 20, and 50 respectively, are at the lower instead of the upper corners of each Note.

J. F. SHEKLETON,

*Offg. Head Commissioner.***GAZETTE OF INDIA.****NOTIFICATION.***The 26th April 1867.*

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

## Weekly Statement of Silver tendered, of Certificates issued, and Silver Balance in the Mint.

DATE.	Silver tendered, estimated value.	Certificates issued for.	BALANCE OF BULLION.		
			Under assay.	Assayed.	Held on account of Currency Department.
1867.	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
September 9th ...	3,71,173	2,117	6,04,984	1,01,356	27,61,717
„ 10th ...	1,22,543	300	7,27,235	1,02,087	27,61,717
„ 11th ...	1,64,000	.....	8,91,235	1,01,961	27,61,717
„ 12th ...	19,418	20,567	8,87,558	1,25,082	27,61,717
„ 13th ...	.....	.. ...	8,87,558	1,25,051	27,61,717
„ 14th ...	.....	1,88,033	6,92,088	2,97,503	27,61,717

CALCUTTA MINT, }  
The 16th September 1867. }

J. F. SHERLETON,  
Officiating Mint Master.

## Weekly Statement of Silver tendered, of Certificates issued, and Silver Balance in the Mint.

DATE.	Silver tendered, estimated value.	Certificates issued for	BALANCE OF BULLION		
			Under assay.	Assayed.	Held on account of Currency Department.
1867.	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
September 16th ...	15,000	1,98,927	4,98,470	4,90,158	27,61,717
„ 17th ...	.....	1,77,249	3,14,154	6,74,458	27,61,717
„ 18th ...	1,28,389	2,04,010	2,36,183	3,60,803	27,61,717
„ 19th ...	4,862	1,06,107	1,34,632	4,22,687	27,61,717
„ 20th ...	6,700	894	1,40,388	3,83,940	27,61,717
„ 21st ...	35,600	.....	1,75,988	3,34,402	27,61,717

CALCUTTA MINT, }  
The 23rd September 1867. }

J. F. SHERLETON,  
Officiating Mint Master.

*STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, under  
on the 7th*

PARTICULARS.	3½ per cent. Loan of 1853-54.	4 PER CENT. LOANS						
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	Transfer of 1865.
Balance of 22nd August 1867	52,600	26,666	2,346	20,53,973	32,89,100	1,24,31,400	98,65,200	61,05,800
<i>Add—</i>								
Amount enfaced at Madras between 23rd August and 7th September 1867	...	...	...	...	...	...	...	...
Amount enfaced at Bombay between 23rd August and 7th September 1867	...	...	...	2,026	26,500	1,26,500	1,05,000	12,000
Amount enfaced at Calcutta between 23rd August and 7th September 1867	...	...	...	..	25,000	1,03,000	20,000	86,000
<b>TOTAL</b>	<b>52,600</b>	<b>26,666</b>	<b>2,346</b>	<b>20,55,999</b>	<b>33,40,600</b>	<b>1,26,60,900</b>	<b>99,90,200</b>	<b>62,02,800</b>
<i>Deduct—</i>								
Amount written off in the London Registers	...	...	...	1,706	700	...	15,000	...
Balance on 7th September 1867	52,600	26,666	2,346	20,54,293	33,39,900	1,26,60,900	99,75,200	62,02,800

NOTE.—From 9th to 22nd July 1867 enfaced from India

„ 23rd July to 8th August „ „ „ „  
 „ 8th Aug. to 22nd Augt. „ „ „ „  
 „ 22nd Augt. to 7th Sept. „ „ „ „

PUBLIC DEBT OFFICE;  
 BANK OF BENGAL,  
 The 13th September 1867. }

Balance against India

### CURRENCY NOTES.

*Extract from Financial Department Notification  
 No. 1004A., dated Simla, 30th July 1866.*

Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) *thrice* at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and *once* in the *Gazette of India*.”

#### Lost.

In transit by Post between Hurdni and Lucknow, left halves of the following Currency Notes, Allahabad Circle:—

No. A18—34484, dated 8th May 1862, for Rs. 10.  
 „ A18—06753, „ „ „ 10.

J. D. CARGILL.

In transit through the Post from Toondla to Calcutta, first or left halves of the following Government Currency Notes of the Lahore Circle—intimation of loss given to the Currency Office, Lahore:—

No. A18—43353, for Rs. 10.  
 „ A18—59493, „ 10.

J. M. LETHBRIDGE.

In transmission from Purtabghur, Oudh, to Messrs. J. Fergusson and Co., Calcutta, the left-hand halves of the following Currency Notes, Allahabad Circle—intimation of the loss given to the Currency Office, Allahabad.

No. A15—20844, for Rs. 500.  
 „ A39—04654, „ 100.  
 „ A30—04655, „ 100.  
 „ A18—27919, „ 10.

EUSTACE HILL, Capt.,  
 District Supdt., Oudh Police,  
 Purtabghur.

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A33—93036, for Rs. 20.

KEDARNATH MITTER,  
 Head Clerk, Ex. Engr.'s Office.

First halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

No. A27—75985, for Rs. 20.  
 „ A27—88090, „ 20.

H. S. HARDINGE.



deduction of amount re-transferred to India, and outstanding in the Books of the Bank of Bengal September 1867.

4½ per cent. Loan of 1856-57.	5 PER CENT.		5½ per cent. Loan of 1859-60.	5 PER CENT. DEBENTURES FOR						TOTAL AMOUNT.
	P. W. of 1854-55.	of 1856-57.		1 year.	2 years.	3 years.	5 years.	10 years.	15 years.	
				Repayable Jan. 1868.	Repayable Jan. 1869.	Repayable Jan. 1870.	Repayable June 1872.	Repayable June 1877.	Repayable June 1882.	
16,500	46,13,300	5,68,62,400	3,64,91,800	...	50,000	6,87,000	10,65,000	20,58,000	31,21,000	13,87,92,085
...	...	13,400	78,000	...	...	...	...	...	...	91,400
...	2,000	1,32,700	1,57,800	...	...	...	...	...	...	5,64,526
...	...	6,29,000	1,28,400	...	...	...	...	2,30,000	2,36,000	14,56,400
16,500	46,15,300	5,76,87,500	3,68,56,000	...	50,000	6,87,000	10,65,000	22,88,000	33,57,000	14,09,04,411
...	...	92,000	48,300	...	...	...	...	...	...	1,57,706
16,500	46,15,300	5,75,45,500	3,68,07,700	...	50,000	6,87,000	10,65,000	22,88,000	33,57,000	14,07,46,705

15 lacs, re-transferred from London 18 lacs.

30 " " " 5 "

22 " " " 1 lac.

21 " " " 1 "

68 lacs 20 lacs.

20 "

69 lacs.

GEO. DICKSON,  
Secretary and Treasurer.

First halves of the following Currency Notes:—

No. A38—18476, for Rs. 100.

„ A35—54606, „ 50.

W. C. GUNGOLY.

Half of the following Government Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A27—50066, for Rupees 20.

HURRO CHURN GHOSE.

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A30—73267, for Rs. 100.

M. MURPHY, Capt.,  
58th Regiment.

In transit by Post between Umballa and Cawnpore, about the 28th July 1867, first half of the following Government Currency Note—intimation of loss given to Currency Office, Allahabad:—

No. A26—18249, for Rs. 20.

CHOTA DEWAN SING.

Right half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A18—80015, for Rs. 100.

DOORGA GUTTEE BANERJEE.

Half Notes Nos. A35—45140, 45141, 45142, 45143, of the 16th May 1865, for Rs. 50 each.

GRINDLAY & Co.

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A39—01550, for Rs. 100.

E. SWETENHAM, Lieut.,  
Executive Engineer, Jhansie.

Lost or Stolen.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A25—81513, for Rs. 20.

GOLAKEE DOSS.

**Missing.**

Second half of Currency Note No. A12—11078,  
dated 15th July 1861, for Rs. 50.

RANKEN & Co.

**Destroyed**

By white ants, the following Government Cur-  
rency Note :—

No. A29—32467, for Rs. 500.

KOYLAS CHUNDER MOOKERJEE,  
*Cashier, Ex. Engr.'s Office,  
Dinagapore.*

**Notice.**

Application has been made to the Currency  
Office, Calcutta, for payment of a Currency Note  
wrongly joined as follows :—

No. A20—93858 } one Note for Rs. 10.  
„ A21—60476 }

R. D'ROZARIO.

Application has been made for payment of Cur-  
rency Note wrongly joined as follows :—

First half No. A26—13415 } for Rs. 20.  
Second „ A26—13417 }

EDGAR HILL.

**PROMISSORY NOTES.****Lost.**

A Government Promissory Note worth 1,000  
Rupees, No. 11377 of 8509 of 1835-36, dated  
the 31st March 1835, belonging to late Baboo  
Treelochun Mookerjee.

**ADVERTISEMENTS.****Bank of Bengal.**

Calcutta, the 11th September 1867.

**NOTICE.**

Under orders of Government, Notice is hereby given that  
the Bank of Bengal, General Treasury and Public Debt  
Office will be closed on the following days, viz. :—

On Friday, the 27th September, on account of the Hindoo  
festival "Mahaloya."

From Thursday the 3rd to Monday the 14th October, both  
days inclusive, on account of the Doorgah and Luchmee  
Poojah Holidays.

All Government acceptances which may fall due between  
Thursday the 3rd and Monday the 14th October, will be paid  
by the Bank on any day after the 29th September.

By Order of the Directors,  
GEO. DICKSON,  
*Secretary & Treasurer.*

**Notice.**

I, Francis William Alexander Rigordy, commonly known  
as W. Rigordy, hereby give Notice that my wife, Isabella  
Elizabeth Rigordy, having left my protection, and having  
applied for and obtained from the Magistrate of the Southern  
Division an order for the payment by me of Rupees 50 per  
month for her maintenance, I will not be responsible for any  
debts she may contract subsequent to the date of such order,  
namely, the 10th of September now instant.

52, DHURRUMTOLLAH,  
The 16th September 1867. }

W. RIGORDY.

Price Two Rupees.

BUDGET ESTIMATE OF REVENUE, EXPENDITURE  
AND CASH BALANCES OF THE GOVERNMENT OF  
INDIA, for the year 1867-68.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.

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Bengal Civil Service,

Officiating Judge of the Principal Courts of Small Causes  
of Kishnaghur and Jessore.

(Now Registrar of the High Court, Calcutta.)

BY THE SAME AUTHOR,

**Indian Law Reform.**

PRICE THREE RUPEES.

**Rent Law Procedure in Bengal.**

PRICE SIX RUPEES.

**Rent Law Procedure in Bengal,**

Translated into Bengalee.

PRICE THREE RUPEES.

Index to the Bengal Regulations and Acts of the Legis-  
lative Council of India and of the Bengal Council.

PRICE THREE RUPEES.

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## THE DOWNWARD RATES FOR COUNTRY PRODUCE.

**THE DOWNWARD RATES FOR COUNTRY PRODUCE.**

Calcutta.	Colgong.	Caragola.	Purneah.	Kissengunge.	Titalyah.	Seligorie.	Paukabary.	Paukabary.	Seligorie.	Titalyah.	Seligorie.	Paukabary.	Paukabary.	Titalyah.	Kissengunge.	Purneah.	Caragola.	Colgong.	Calcutta.
Calcutta...	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.		Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
	...	...	...	...	...	...	Paukabary...	5 10 0	5 6 6	5 3 0	5 6 6	5 10 0	5 10 0	5 3 0	4 4 0	3 5 0	2 14 0	1 10 0	3 0 0
	...	...	...	...	...	...	Paukabary...												3 0 0
	Colgong ...	0 8 0.	0 15 0	1 14 0	2 13 0	3 0 6	3 4 0	3 4 0	3 0 6	2 13 0	3 0 6	3 4 0	3 4 0	2 13 0	1 14 0	0 15 0	0 8 0.	1 7 0	2 13 0
		Caragola	0 7 0	1 6 0	2 5 0	2 8 6	2 12 0	2 12 0	2 8 6	2 5 0	2 8 6	2 12 0	2 12 0	2 5 0	1 6 0	0 7 0	Caragola	1 4 0	2 10 0
			Purneah	0 15 0	1 14 0	2 1 6	2 5 0	2 5 0	2 1 6	1 14 0	2 1 6	2 5 0	2 5 0	2 5 0	0 15 0	Purneah		0 15 0	2 5 0
				Kissengunge	0 15 0	1 2 6	1 6 0	1 6 0	1 2 6	0 15 0	1 2 6	1 6 0	1 6 0	1 6 0				0 10 0	2 0 0
					Titalyah	0 3 6	0 7 0	0 7 0	0 3 6			0 7 0	0 7 0				Caragola	0 6 0	1 12 0
						Seligorie ...	0 0 0	0 0 0	Seligorie ...			0 0 0	0 0 0					Colgong ...	0 0 0

N. B.—1. Passengers are conveyed to and from Caragola: the fare of each passenger is the charge for 3 maunds of goods.

29. A Transit Agent has been stationed at Pankabary for the purpose of receiving and forwarding packages from Pankabary to Darjeeling by coolies.

2. No package will be received for any station between Calcutta and Caragola.

4. Passengers will be converted if there is room, or if a full cart-load is engaged.

5. No package, however small, will be charged for at a less rate than half a pound.

5. 20 packages, however small, will be charged for at a rate not much less than a hundred.

6. Fractional parts of a pound up to half a pound will be charged as half a pound, above half a pound as a pound.

10. FRAGILE (articles of mail) is marked with the word FRAGILE as near as practicable above each article, and to the same effect.

17. LIGHT PACKAGES will, at the discretion of the Office of Despatch, be charged by measurement at the rate of  $3\frac{1}{2}$  cubic feet per maund.

8. Senders of goods should see that all packages are in waterproof coverings.

R. W. H. FAÑSHAW, Major,

*Officiating Post-master General of Bengal.*

*The 16th September 1867.*





# The Gazette of India

EXTRAORDINARY.

Published by Authority.

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SIMLA, THURSDAY, OCTOBER 3, 1867.

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## STAR OF INDIA.

### NOTIFICATION.

*Simla, the 3rd October 1867.*

ON Wednesday, the 2nd October, His Excellency THE VICEROY and GOVERNOR GENERAL of India, as GRAND MASTER of the Most Exalted Order of the STAR OF INDIA, held at mid-day an Investiture of the said Order, for the purpose of conferring, in accordance with the Commands of HER MAJESTY, the SOVEREIGN of the Order, on Rajah JODBEER CHUND, of Nudown, the dignity of KNIGHTHOOD, and of investing him with the Insignia of the Second Class of the Order.

The CIVIL and MILITARY Officers of Government at Simla, the Rajah of BELASPORE, and other spectators, were present by invitation to witness the Ceremony.

As the GRAND MASTER, wearing the Robe and Insignia of the Order, and attended by his personal staff, entered the Hall, and took his seat on the VICEREGAL THRONE, the guard of honor presented arms, and a royal salute was fired.

The assembly was declared, by order of the GRAND MASTER, to be a CHAPTER of the ORDER.

Rajah JODBEER CHUND was then conducted by the Hon'ble Major-General SIR H. M. DURAND, K. C. S. I., C. B., and by the Secretary, SIR WILLIAM MUIR, K. C. S. I. (the Junior Knights of the Order present), to the Viceregal Dais, where he was received by the GRAND MASTER.

By Command of the GRAND MASTER, the SECRETARY read aloud HER MAJESTY'S Warrant conferring on Rajah JODBEER CHUND the dignity of a KNIGHT COMMANDER of the STAR OF INDIA; and afterwards a translation of the same in the Hindustanee language.

After which, the GRAND MASTER addressed the Rajah, in the same language, to the following effect:—

“RAJAH JODBEER CHUND, RAJAH OF NUDOWN!

“I have the pleasure to inform you that Her Most Gracious Majesty the QUEEN of ENGLAND AND HINDOSTAN, has appointed you to be a KNIGHT COMMANDER of the Order of the STAR OF INDIA, in recognition of your good services at different times

to the State. I have known you now for upwards of twenty years; and have always had reason to be satisfied with your conduct and fidelity to the BRITISH GOVERNMENT.

"In 1846, when disturbances threatened the KANGRA DISTRICT, you at once took part with the local authorities; and in 1848, when insurrection actually broke out, you boldly took the field with your followers, and, by your exertions and influence, contributed to the rapid pacification of that part of the Hill country. One of your sons also, MIAN PRITHI SING, raised a party of Horsemen, who did good service during the mutiny in OUDE. In you I recognize a Chief of character among your own people, and a hearty supporter of the STATE.

"In the name, then, of HER MAJESTY THE QUEEN, and by HER MAJESTY'S Command, I now invest you with the Insignia of the Order of the STAR OF INDIA, and proclaim you a KNIGHT BACHELOR both in ENGLAND and in HINDOSTAN."

A Royal Salute was fired in honour of the Investiture.

The Chapter was then declared, by Command of the GRAND MASTER, closed.

Whereupon SIR JODBEER CHUND, K. C. S. I., received the congratulations of the VICEROY and GOVERNOR GENERAL, and of the HIGH OFFICERS of Government around the THRONE.

The GRAND MASTER retired and the assembly broke up.

By Order of the GRAND MASTER,

W. MUIR,

*Secretary to the Most Exalted Order  
of the Star of India.*



# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, OCTOBER 5, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 3rd October 1867, and is hereby promulgated for general information:—

#### ACT No. XXXVII of 1867.

*An Act for transferring appeals from the Court of the Financial, to the Court of the Judicial, Commissioner of Oudh, and for other purposes.*

WHEREAS it is expedient to enable appeals to be transferred from time to time from the Court of the Financial Commissioner of Oudh to the Court of the Judicial Commissioner of that Province; and whereas it is also expedient to provide for the decision of certain questions arising before either of such Commissioners by a Court composed of both of them; It is hereby enacted as follows:—

#### I.—Transfer of appeals by Financial Commissioner.

1. Whenever the state of business in the Court of the Financial Commissioner of Oudh is such that he cannot dispose of the same with reasonable despatch, he may cause a list of the appeals, whether regular or special, which he may wish to transfer for decision to the Court of the Judicial Commissioner of Oudh, to be prepared and sent to the Chief Commissioner of Oudh, and such Chief Commissioner may, if he think fit, order all or any of such appeals to be transferred accordingly.

2. In all appeals so transferred, the said Judicial Commissioner shall proceed as if they had been originally presented in his Court; and his orders thereon shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

#### II.—Appeals before Financial and Judicial Commissioners.

3. Whenever any appeal, whether regular or special, shall have come before the said Financial Commissioner or the said Judicial Commissioner, if the Commissioner before whom such appeal shall

have come desires to obtain the opinion of the other Commissioner on any question of fact or of law arising on such appeal, he may record a memorandum to that effect, and on receipt of a copy of such memorandum, the other Commissioner shall sit, as soon as may be practicable, with the Commissioner recording the memorandum, in the Court of such Commissioner, and assist in disposing of the said question, subject to the provisions hereinafter contained.

#### Reference to High Court.

4. In case there shall be a difference of opinion between the two Commissioners, the following course shall be pursued (that is to say):—

(1.)—If the difference of opinion be on any question of fact in the finding of the Lower Court, the finding shall be upheld;

(2.)—If the difference of opinion be on a point of law or of usage having the force of law, the ruling of the Lower Court shall be upheld, unless one of the Commissioners shall be of opinion that the point should be referred to the High Court of Judicature of the North-Western Provinces of the Presidency of Bengal, in which case the Commissioners shall state the point as to which they differ, and forward the statement with their respective opinions thereon to such High Court.

5. The Commissioners may proceed in the case notwithstanding such reference, and may pass a decree contingent on the opinion of the High Court on the point referred; but no execution shall be issued in any case in which a reference shall have been made, until the receipt of such opinion.

6. Cases referred under this Act shall be heard by three Judges of the said High Court, and shall be determined according to the opinion of the majority of such Judges.

7. The parties to such cases may appear, plead and act in the said High Court in person or by an Advocate or Vakil of such High Court; and the High Court, when it shall have heard and considered the case, shall transmit a copy of its opinion, under the seal of the Court and the signature of the proper officer, to the Commissioners making the reference.

8. Costs, if any, consequent on such reference, shall be costs in the suit.

### III.—Points arising in Criminal Cases.

Decision of points arising in criminal cases before Judicial Commissioners.

9. Whenever any appeal shall have been presented to the said Judicial Commissioner under the Code of Criminal Procedure;

• Or whenever any sentence of death shall have been referred to him for confirmation;

Or whenever any case shall have come before him as a Court of Revision;

If he desires to obtain the opinion of the said Financial Commissioner on any question of fact

or of law arising on such appeal, reference, or case,

The provisions contained in Sections three, four, five, six and seven of this Act shall, *mutatis mutandis*, apply:

Provided that if there be a difference of opinion on any question of fact, the case may, but if the difference involve the confirmation, commutation or reversal of a sentence of death or of transportation the case shall, be referred in manner aforesaid to the said High Court.

WHITLEY STOKES,

Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

The following Report and Bill are published for general information by order of the Governor General of India in Council:—

### REPORT.

We, the undersigned, Members of the Select Committee to which the Bill to consolidate and amend the law relating to rent in Oudh has been referred, have the honour to report as follows:—

Certain sections of the Bill were, as explained in the Statement of Objects and Reasons, intended to confirm the agreements entered into in August 1866 by the Talukdars of Oudh in respect of rights of occupancy and other privileges to be enjoyed by certain classes of tenants. In regard to these sections, the Member having charge of the Bill made the following observations in the Statement of Objects and Reasons, and he spoke to the same effect when the Bill was introduced:—

“The provisions of these sections are not, in all respects, identical with those contained in the rules to which the Talukdars originally gave their consent. Although the more important of the alterations that have been made have been already approved by the Talukdars, it will be right, before this portion of the Bill receives the sanction of the Legislature, that a reference regarding it be made to the Talukdars through the Chief Commissioner of Oudh.”

Shortly after the introduction of the Bill, Mr. Strachey, the Chief Commissioner, returned to Lucknow, and discussed with the Talukdars the alterations in question. In communication with them, a few further changes have been made in the Bill, and Mr. Strachey now informs us that he has been authorized by the Talukdars to state that they are entirely satisfied with all those provisions of the Bill, in its revised form, which are intended to carry out the arrangements entered into between them and the Government last year. The alterations in question will materially improve the position which it was originally proposed to assign to tenants having a right of occupancy, and as these arrangements have been fully accepted by the Talukdars and were, indeed, to some extent, first suggested by them, no further discussion on this part of the subject appears to be necessary.

Sections 13, 14, and 15 of the Bill as introduced refer to cases in which a landlord adopts illegal means of compelling a tenant to attend for the adjustment of his rent, or is guilty of illegal extortion or extortion. These provisions were taken from Act X of 1859. They refer to offences for which complete provision is made in the Indian Penal Code, and thus appear to be unnecessary. We propose to substitute for them the new section numbered 16.

Section 18 provides that, in certain cases in which the produce of the land has been diminished by causes beyond the control of the cultivator, such as flood, drought or hail, the Court may allow a remission from the rent payable to the landlord. A proviso has been added to the effect that, if the land be occupied by an under-proprietor holding a sub-settlement, or by a tenant holding a lease for a term of five years or upwards, no such remission shall be allowed, unless a remission of the Government revenue has been allowed for the same reasons.

Sections 30 and 31 of the Bill as introduced provide for the settlement of disputes regarding the division or appraisement of crops when rent is paid in kind. The procedure proposed in the new sections (29 and 30), which have been substituted for those in the original Bill, will lead to a more speedy and complete settlement of cases of this kind.

An important change has been made in that part of Chapter IV which relates to the enhancement of the rent of tenants not having rights of occupancy. Sections 36 and 37 of the original Bill, following the practice hitherto in force in Oudh and in the Provinces to which Act X of 1859 is applicable, provide that when (with certain exceptions) a landlord desires to enhance the rent of a tenant, he must, before a certain date, serve a notice upon him through the Tahsildar, specifying the rent demanded, and the fields on which enhancement is to take place. These provisions have been objected to upon various grounds. It is, upon the one hand, urged that procedure of this kind leads to unnecessary and objectionable interference by the Courts between landlord and tenant, who should be left to themselves to settle by mutual agreement the terms upon which the land is to be



held. On the other hand, it is asserted that, although the intention of these provisions was the protection of the tenant, their actual effect is to place in the hands of the landlord an arbitrary power of enhancing rents which he would not otherwise have possessed, and that the tenant often looks upon the notice served through the Tahsildár as an order from the Court that he is to pay the increased rent which the landlord has asked.

Upon the whole, it seems desirable, in the interest both of landlord and tenant, to do away with the custom of issuing notices of enhancement of rent through the Tahsildár. But, if this be done, it will be essential to provide means by which the Court, in case of dispute between the parties, shall be able to ascertain what terms were actually agreed upon. Such means may, it is believed, be satisfactorily provided in the manner described in Section 35 of the revised Bill. This section provides that "if in any suit between a landlord and a tenant not having a right of occupancy, the amount of rent payable by such tenant shall be disputed, he shall not be held liable to pay rent higher than that payable for the year last preceding, unless the Court shall be satisfied by evidence in writing that the parties have agreed that the rent so payable shall be increased." This is almost equivalent to saying that there can be no enhancement of rent unless a pattá and kabúliyat are exchanged between the parties. If no arrangement can be made between them, the landlord will have the remedy in his own hands by exercising his power of ejectment. A strong encouragement will thus be given to landlords to adopt the custom, highly beneficial both to themselves and to their tenants, of giving written leases. It is believed that the alterations that have been made in this Chapter will be fully approved by the Talukdárs as well as by tenants in Oudh.

Chapter V relating to ejectment has been re-drawn, with the object of making its provisions clearer and more complete; but no alterations, involving any principle, have been made in it, nor have any objections of importance regarding this part of the Bill been brought to our notice.

An important change has been made in Chapter VI, which relates to distraint for arrears of rent. As the Bill was originally framed, the landlord had power to distrain the crops of his tenant; but he could not bring the distrained property to sale, until he had obtained a decree of Court against the tenant. The result would have been a lawsuit in every case in which a landlord exercised the power of distraint, and in which the tenant did not immediately pay the arrears of rent due by him; and the expense of this litigation would have fallen, almost invariably, upon the tenant. The Talukdárs expressed strong objections to the provisions of Chapter VI of the original Bill, and the objections made in the interest of the tenants were not less weighty. We propose to adopt in all essential respects the procedure of Act X of 1859, and to allow the landlord to retain the power of bringing to sale, under certain conditions, the distrained property of his defaulting tenant.

The new Section 99 is based upon Section 15 of Act XIV of 1859. It has been thought necessary, in consequence of doubts which have arisen whether the provisions of the last-quoted section apply to cases of illegal dispossession, arising between landlords and tenants.

Sections 121 to 123 have been added. They refer to the sale of under-proprietary tenures in execution of decrees for arrears of rent, and appear to be necessary for the protection of the interests of the superior proprietors of land.

The new Section 124 is similar to Section 14 of Act XXIII of 1861. It has been held to be doubtful whether the latter section is applicable to the case in which the land sold in execution of a decree is a share of an under-proprietary tenure, not paying revenue direct to the Government, but paying rent to a Talukdár. The right of pre-emption may as properly be allowed in the one case as in the other.

Many other alterations of a less important character, and which it is not necessary to notice in detail, have been made in the Bill.

The opinions of many experienced officers, not only in Oudh, but in the North-Western Provinces in the Panjáb, and in Bengal, have been received regarding this Bill, and have been duly considered. The Chief Commissioner has also personally discussed its provisions with the principal Talukdárs. It has been already noticed that the Talukdárs are completely satisfied with those portions of the Bill which affect the special engagements entered into between them and the Government. Regarding their opinions on the other portions of the Bill, the Chief Commissioner thinks it desirable not to enter into details at present, because he wishes to avoid everything which might seem to interfere with the free option which ought to be left to the Talukdárs of again expressing their views on any of the provisions of the Bill after it has been re-published. But the Chief Commissioner believes that the Bill, in its revised form, will be considered to be, in all essential respects, satisfactory, not only by the Talukdárs but by the more intelligent advocates of the interests of the Tenants.

Some of the alterations that have been made in the Bill being highly important, we recommend that, before proceeding with it further, it be re-published for general information, with the amendments that have been made, and accompanied by this Report.

J. STRACHEY.

H. S. MAINE.

G. U. YULE.

H. M. DURAND.

G. N. TAYLOR.

SIMLA,  
The 15th September 1867. }

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117. Enforcement of decree for delivery of papers or accounts.
118. Decrees for lease or counterpart to specify particulars.
119. Court, after decree, may grant lease or counterpart, in case of refusal of defendant.
120. Execution to be first made against moveable property.
121. When an under-proprietary tenure may be sold in execution of a decree for arrears of rent.
122. When an incumbency created by an under-proprietor shall be valid.
123. Lien of the proprietor for rent payable to him by under-proprietor.
124. Sharer in an under-proprietary tenure may claim right of pre-emption.

*A Bill to consolidate and amend the Law relating to Rent in Oudh.*

WHEREAS it is expedient to consolidate and amend the law relating to rent in Oudh and to other matters connected therewith; It is hereby enacted as follows:—

## CHAPTER I.

## PRELIMINARY.

1. This Act may be cited as "The Oudh Rent Act," and shall extend only to Oudh.
2. All laws, orders having the force of law and rules in force in Oudh, inconsistent with any of the provisions of this Act, are repealed.
3. In this Act, unless there be something repugnant in the subject or context,
  - Short title and extent of Act. "Oudh" means the territories under the administration of the Chief Commissioner of Oudh at the time of the passing of this Act.
  - Interpretation Clause. "Court" means any Judicial Officer presiding in a Court of Revenue for the disposal of matters under this Act;
  - "Assistant Commissioner" includes an Extra Assistant Commissioner;

"Land" applies only to land assessed to the land revenue and includes land whereof the revenue has been assigned by Government: it also includes the un-gathered produce of land whether spontaneous or otherwise, and whether growing in earth or water;

"Revenue" means the money payable annually to the Government on account of land;

"Rent" means the money not being revenue, or the portion of the produce of land, payable on account of the use or occupation of land, or on account of the use of water for irrigation.

"Arrear of revenue" and "arrear of rent" respectively mean any instalment of revenue or of rent which is not paid on or before the day when the same becomes due.

"Proprietor" does not include an under-proprietor. If there be two private rights of property, superior and subordinate, in the same land, "proprietor" means the holder of the superior right only.

"Under-proprietor" means any person possessing a heritable and transferable right of property in land for which he is liable to pay rent;

"Tenant" means any person, not being an under-proprietor, who is liable to pay rent;

"Landlord" means any person to whom an under-proprietor or tenant is liable to pay rent.

"Representative" means any person legally representing a deceased person. It also means the guardian of a minor and the legal curator of a lunatic or idiot;

"Lumberdar" means any person who has executed an engagement for the payment of the revenue to Government or for the payment of the rent due by under-proprietors holding a sub-settlement to a landlord.

"Year" and "month" respectively mean a year and month reckoned according to the English calendar;

"Section" means a section of this Act;

"Number." Words in the singular number, include the plural: words in the plural number, include the singular; and words importing the male sex, include females.

## CHAPTER II.

### OF CERTAIN RIGHTS AND LIABILITIES OF LANDLORDS AND TENANTS.

#### *Right of Occupancy.*

4. Tenants, who have lost all proprietary right, whether superior or subordinate, in the lands which they hold or cultivate, shall, so long as they pay the rent payable for the same according to the provisions of this Act, have a right of occupancy under the following rule, (that is to say):—

Every such tenant, who, within thirty years next before the 13th day of February 1856, has been, either by himself, or by himself and some other person from whom he has inherited, in possession as proprietor in a village or estate, shall be deemed to possess an hereditary right of occupancy in the land which he cultivated or held in such village or estate on the 24th day of August 1866: Provided that such land has not come into his occupancy, or the occupancy of the person from whom he has inherited, for the first time since the said 13th day of February 1856: Provided also that no such tenant shall have a right of occupancy in any village or estate in which he or any co-sharer with him possesses any under-proprietary right.

5. If a tenant having a right of occupancy be ejected, in accordance with the provisions of Section 41, from the land in which he possesses such right, he shall thereupon lose his right of occupancy in such land.

#### *Tenants' right to leases.*

6. Every tenant is entitled to receive from his landlord a lease executed by him and containing the following particulars:—

The quantity of land; and, where the fields comprised in the lease have been numbered in a Government survey, the number of each field:

The term for which the lease is granted:

The amount of rent payable:

The instalments in which and the times at which the same is to be paid:

Any special conditions of the lease:

And, if the rent is payable in kind, the proportion of produce to be delivered, and the time, manner and place of delivery.

7. Tenants having a right of occupancy are entitled to receive leases at rates of rent determined in accordance with the provisions for enhancement of rent contained in Section 31.

8. Tenants not having a right of occupancy are entitled to leases only on such conditions as may be agreed on between them and the landlord.

#### *Landlords' right to counterparts.*

9. Every landlord who grants a lease is entitled to receive from the tenant a counterpart executed by him.

#### *Cancellation of leases.*

10. When a decree for an arrear of rent is given against any tenant holding under a lease, but not having a right of occupancy, such lease shall be liable to be cancelled.



*Receipts.*

11. Receipts for rent and acknowledgments of the tender of rent shall specify the year or years on account of which the rent is acknowledged to have been paid or tendered; and any refusal to make such specification shall be held to be a withholding of a receipt or acknowledgment.

*Deposit of Rent in Court without suit.*

12. If any under-proprietor or tenant having a right of occupancy, or holding under an unexpired lease or special agreement or decree of Court, shall, at the place where the rent of the land held or cultivated by him is usually payable, tender payment to the landlord of the full amount of rent due in respect of such land, and if such amount shall not be accepted and a receipt in full forthwith granted, it shall be lawful for such under-proprietor or tenant, without any suit having been instituted against him, to deposit such amount in Court to the credit of the landlord,

Such deposit shall, so far as the under-proprietor or tenant and all persons claiming through or under him are concerned, operate as a payment then made to the landlord of the amount deposited by such under-proprietor or tenant.

13. The Court shall receive such deposit on the written application of such under-proprietor or tenant or his recognized agent; and on such under-proprietor, tenant or agent making a declaration in the form set forth in Schedule A hereto annexed, or as near thereto as circumstances will admit, the Court shall give a receipt for the deposit. Such declaration shall be verified in the manner prescribed for the verification of plaints in the Code of Civil Procedure, and the provisions of Section 24 of the said Code shall apply to the person making the verification.

Upon receiving the money so deposited the Court shall issue a notice to the person to whose credit it has been deposited in the form set forth in the Schedule B hereto annexed.

Such notice shall be served by the proper officer without the payment of any fee upon the person to whom it is addressed or upon his recognized agent. In the absence of any such agent it may be served by putting up a copy of the same at the Court house and another copy at the place where the rent is usually paid for the land in respect of which the money has been deposited.

If the person to whom such notice is issued or his recognized agent shall appear and apply that the money in deposit be paid to him, it shall immediately be paid accordingly.

14. Whenever a deposit shall have been made under the provisions of this Act, no suit shall be brought against the depositor or his representative on account of any rent which accrued due in respect of the land last hereinbefore mentioned prior to the date of the deposit unless such suit is instituted within six months from the date of the service of the notice mentioned in Section 13.

15. If, at the time of passing the decision in any such suit, the Court shall be satisfied that the full amount of rent due at the time of the deposit was tendered to and was not accepted by the landlord or his recognized agent, or that a receipt or acknowledgment was withheld for such amount, the Court may award to such depositor compensation from the landlord, not exceeding the amount so paid or tendered. If the Court be satisfied that the amount of the deposit was less than the amount of rent due, the Court shall pay the amount of the deposit to the landlord, and shall give a decree for the balance due by the depositor.

*Illegal enforcement of payment of rent.*

16. If payment of rent or of any sum in excess of the rent legally claimable is enforced by any means not authorized by this Act, and any under-proprietor or tenant shall institute a suit to recover compensation for the same, the Court may award to him compensation not exceeding the sum of Rupees 200, in addition to any amount for which it may grant a decree in respect of such payment.

An award of compensation under the former part of this Section shall not bar any prosecution to which the person enforcing such payment may be liable under any law for the time being in force.

*Abatement of Rent.*

17. No suit for an abatement of rent shall be brought by any under-proprietor or tenant except on the ground that the area of the land has been diminished by diluvion or on some ground specified in any lease, agreement or decree under which he may hold.

Provided that, if the under-proprietor hold a sub-settlement in a revenue-paying estate, no such abatement shall be allowed to the under-proprietor unless a remission of revenue has been allowed for the same reason and by competent authority in the same estate.

Provided also that nothing contained in the former part of this Section shall affect the terms of any written agreement between the parties.

*Remission of Rent.*

18. Notwithstanding anything contained in Sections 17 and 35, it shall be lawful for the Court in making a decree for an arrear of rent, to allow such remission from the rent payable by any under-proprietor or tenant, as may appear equitable, if the area of the land in the occupation of such under-proprietor or tenant has been diminished by diluvion or otherwise, or if the produce of such land has been diminished by drought or hail, or other calamity beyond the control of the under-proprietor or tenant, to such an extent that the full amount of rent payable by such under-proprietor or tenant cannot, in the opinion of the Court, be equitably decreed. Provided that if the under-proprietor hold a sub-settlement, or the tenant hold a lease for a term of not less than five years in a revenue-paying estate, no such remission shall be allowed to him unless a remission of revenue shall have been allowed for the same reason and by com-

petent authority in the same estate. Provided also that nothing in the former part of this Section shall affect the terms of any written agreement between the parties.

#### *Relinquishment of Land.*

19. Every tenant shall continue liable for the rent of the land in his holding, unless on or before the 15th day of May in any year he shall give notice to the landlord or his recognised agent of his desire to relinquish such land, or unless such land shall have been let to any other person by such landlord or agent. If the landlord or his recognised agent refuse to receive such notice the tenant may make application to the Tahsildár or proper officer and written notice shall thereupon be served on such landlord or agent in the manner, *mutatis mutandis*, provided by Section 43. Provided that nothing in the former part of this Section shall affect the terms of any written agreement between the parties.

#### *Compensation for Tenants' Improvements.*

20. If a tenant, or the person from whom he shall have inherited, make any such improvements on the land in his occupancy as are hereinafter mentioned; and if a landlord serve, under this Act, upon any such tenant not having a right of occupancy, or his representation, a notice of ejectment from the land in his occupation,

Or demand from any tenant or his representative an enhanced rent in respect of such land higher than the rent which he has agreed to pay,

Or bring a suit to eject or to enhance the rent of any tenant having a right of occupancy, or his representative,

The tenant or his representative, as the case may be, shall be entitled to compensation for the outlay, in money or labour, or both, in making such improvements, which shall have been effected by him, or the person from whom he has inherited, or whom he represents, within twenty years next before the service or institution of such notice or suit as aforesaid.

21. The word "improvements," as used in the last preceding Section, means works by which the annual letting value of the land has been, and, at the time of demanding compensation, continues to be, increased, and shall comprise—

1st.—The construction of wells and of works for the storage of water, for applying water for irrigation, for drainage, and for protection against floods; the reclaiming and clearing of waste lands and jungles; and other works of a like nature;

2nd.—The renewal or reconstruction of any of the foregoing works, or such alterations therein or additions thereto as are not required for maintaining the same, and which increase durably their value.

22. Such compensation may, at the option of the landlord or his representative, be made,—

(1).—By payment in money;

(2).—By the grant of a beneficial lease of the land by the landlord or his representative to the tenant or his representative; or

(3).—Partly by payment in money and partly by the grant of such lease as aforesaid.

23. In case of difference as to the amount or value of the compensation tendered, the amount of the payment or the terms of the lease, or both, shall be determined by the Court: Provided that in determining such amount the Court shall take into account any assistance given by the landlord either directly at the time of making such improvements, or subsequently by allowing the tenant to hold at a rate of rent more favourable than the rate at which he otherwise would have held.

It shall be lawful for the Chief Commissioner of Oudh, with the previous sanction of the Governor General of India in Council, to make rules consistent with this Act, for giving effect to the provisions contained in the former part of this Section, and from time to time, with such sanction as aforesaid, to alter and add to the rules so made.

24. Nothing in Sections 20, 21, 22, and 23 shall affect the terms of any agreement in writing which may have been, or may be, entered into between a landlord and a tenant respecting the making of, or compensation for, improvements.

25. If in any case a landlord shall tender to a tenant a lease of the land in his occupation, for a term of not less than twenty years from the date of the tender, at the annual rent then paid by the tenant or at such other annual rent as may be agreed upon, such tender, if accepted by the tenant, shall bar any claim by him or his representative in respect of improvements previously made on such land by the tenant or the person from whom he shall have inherited.

#### *Survey and measurement.*

26. Every landlord, his agents and surveyors, may at all reasonable times enter upon any land comprised in his estate for the purpose of surveying and measuring the same.

### CHAPTER III.

#### COMMUTATION AND PAYMENT OF RENT IN KIND.

27. In any district in which a settlement of revenue is in progress, it shall be in the discretion of any officer, employed in making or revising such settlement, in any case in which the rent of a tenant having a right of occupancy is paid in kind or by the estimated value of a portion of the crop, to commute, on the application either of the landlord or the tenant, such rent into a rent in money. The amount of rent thus fixed shall be binding upon the parties concerned. All decisions already passed by any such officer, commuting rents in kind or by valuation to rents in money, shall, subject to the same appeal as is given by this Act in respect of decisions passed in suits, be binding on the parties concerned. Provided that nothing in the former part of this section shall affect the terms of any written agreement between the parties.

28. The Chief Commissioner of Oudh may extend the provisions of Section 27 to any district or portion of a district in which a settlement of revenue is not in progress; and may declare what officers are empowered to hear and decide cases under this section; and may, with the sanction of the Governor General in Council, make rules consistent with this Act for the guidance of Officers acting under this section and Section 27.

29. Wherever rent is taken by division of the produce in kind, or by estimate or appraisement of the standing crop or other procedure of a similar nature requiring the presence both of the tenant and landlord either personally or by a recognised agent, if the landlord shall neglect to be present at the proper period, or if a dispute shall arise between the parties regarding such division, estimate, or appraisement either party may present an application to the Court requesting that a proper Officer be deputed to make the division, estimate, or appraisement.

Division and appraisement of produce taken for rent.

30. On receiving such application the Court shall issue a written notice to the other party to attend on the date and at the place specified in the notice, and shall depute an officer before whom the division, estimate, or appraisement shall be made. The award of such officer in respect of such division, estimate, or appraisement shall be final, unless within three months from the date thereof either party shall institute a suit to set it aside.

31. No tenant having a right of occupancy in any land shall in case of dispute as to the rent to be paid in respect of such land be liable to an enhancement of the rent except in pursuance of a decree made under this Act on some one of the following grounds, (that is to say):—

1st Ground.—That the rate of rent paid by him is below the rate of rent usually paid by the same class of tenants having a right of occupancy for land of a similar description and with similar advantages, situate in the same village.

2nd Ground.—That the rate of rent paid by him is more than 12½ per cent. below the rate of rent usually paid by tenants not having a right of occupancy for land of a similar description, and with similar advantages, situate in the same village.

3rd Ground.—That the quantity of land held by him exceeds the quantity for which he has previously paid rent.

Rule.—In this case the Court shall enhance his rent to such rate less 12½ per cent.

Rule.—In this case the Court shall enhance his rent to such rate less 12½ per cent.

Rule.—In this case the Court shall decree rent for the land in excess at rates to be fixed by the first or the second of the said rules, as the case may be.

32. Nothing contained in section 31 shall affect the terms of any written agreement that may be hereafter entered into between a landlord and tenant, when such agreement contains any express stipulation contrary to the provisions of the same section.

33. After a decision has been passed in accordance with section 31, no suit shall lie for re-enhancement of such rent until the expiration of five years from the date of such decision, except on the said third ground, or, in the case referred to in section 34, until re-assessment, within the said term of five years, of the revenue of such land.

34. On such re-assessment, if the rent of such tenant cannot be enhanced under Section 31, by reason of the absence of the grounds therein mentioned, the landlord may institute a suit to enhance the rent to a sum not exceeding double the average amount of the revenue imposed at such re-assessment upon land of a similar description and with similar advantages held by tenants of the same class in the same village.

*B.—Tenants not having right of occupancy.*

35. The Court shall in no case enquire into the propriety of the rate of rent payable by a tenant not having a right of occupancy. The rent payable by such tenant for any land in his occupation shall be such amount as may be agreed upon between him and the landlord; or, if no such agreement has been made, such amount as was payable for the land in the last preceding year.

If in any suit between a landlord and a tenant not having a right of occupancy the amount of rent payable by such tenant shall be disputed, he shall not be held liable to pay rent higher than that payable by him for the last preceding year, unless the Court shall be satisfied by evidence in writing that the parties have agreed that the rent so payable shall be increased.

CHAPTER V.  
EJECTMENT.

*General provisions.*

36. A tenant may contest his liability to be ejected from the land which he holds on any of the following grounds:—

First. That he holds a lease or special agreement or decree of Court under the terms of which he is not liable to such ejectment:

Second. That he has a right of occupancy in the land:

Third. And if he be a tenant not having a right of occupancy, that notice of ejectment has not been served upon him in manner provided by Section 43:

37. Any tenant ejected in accordance with the provisions of this Act, shall be entitled to receive from the landlord the value of any growing crops or other ungathered products of the earth belonging to such tenant and being on the land at the time of such ejection.

Compensation to ejected tenant for growing crops.

38. No tenant, except a sub-lessor, shall, in any case, whether in execution of a decree or otherwise, be ejected from the land in his occupancy except between the first day of April and the fifteenth day of June in any year after the passing of this Act: unless while his rent is in arrear he has failed to cultivate the land in his possession in accordance with the terms on which he holds it.

Time of ejection of sub-lessor.

39. A sub-lessor who is liable to be ejected under the provisions of this Act may be ejected at any time during his tenancy.

40. Any tenant, other than a sub-lessor, from whom an arrear of rent remains due on the fifteenth day of May in any year after the passing of this Act, and any sub-lessor from whom an arrear of rent remains due at any time during his tenancy may, subject to the provisions of Sections 38, 39, and 41, be ejected from the land in respect of which the arrear is due.

Ejection for arrears of rent.

#### *Tenant with right of occupancy.*

41. No tenant having a right of occupancy, or holding under an unexpired lease, or special agreement or decree of Court, shall be ejected otherwise than in execution of a decree for ejection. Provided that if the tenant have a right of occupancy in the land from which the landlord desires to eject him, the decree shall not be made unless at the date of the decree a decree against such tenant for an arrear of rent in respect of such land, shall have remained unsatisfied for fifteen days or upwards.

Ejection of tenant having a right of occupancy.

#### *Tenant without right of occupancy.*

42. A tenant not having a right of occupancy and not holding under an unexpired lease or special agreement or decree of Court, may be ejected in accordance with the provisions of this Act, first, in execution of a decree for arrears of rent or for ejection; or second, by notice given by his landlord, in the manner described in Section 43.

Ejection of tenant not having a right of occupancy.

#### *Notice.*

43. The notice mentioned in Section 42, shall be written in Hindi and in Urdu: it shall specify the lands from which the tenant is to be ejected; and it shall inform him that if he means to dispute the ejection he must institute a suit for that purpose on or before the fifteenth day of May next after the service of the notice, or vacate the land on or before that date.

Notice of ejection of tenant not having right of occupancy.

#### *Service of Notice.*

On the application of the landlord to the Tahsildár, or officer authorized to serve such notices, the notice shall be served by such officer on or before the fifteenth day of April, and the landlord shall pay the costs of service. The notice shall, if

practicable, be served personally on the tenant. If the notice cannot be served personally on the tenant, service may be made by affixing it at his usual place of residence, or, if he has no such place of residence in the district in which the land is situate, at the village *Chaurpál* or some other conspicuous place in the village in which the land is situate.

44. If the tenant on whom such notice of ejection has been served, fails to institute a suit to contest his liability to be ejected on or before the 15th day of May next after the service, his tenancy of the land in respect of which the notice has been served shall be held to cease on that date, unless after the service an agreement shall have been entered into between him and the landlord authorizing him to continue to occupy the land.

If notice is not contested, tenancy to be held to cease.

45. If no such suit be brought and the landlord require the assistance of the Court to eject any person whose tenancy is alleged to have ceased under the provisions of Section 44, he may apply for such assistance, and if the Court be satisfied that notice of ejection was duly served on such person, it shall give such assistance accordingly. Provided that nothing done by the Court under the previous part of this section shall affect the right of any tenant to institute a suit against his landlord on account of illegal ejection and to recover compensation for the same.

When assistance to eject may be given by Court.

## CHAPTER VI.

### OF DISTRAINT FOR ARREARS OF RENT.

46. When an arrear of rent is due from any tenant, the landlord may distrain the produce of the land on account of which the arrear is due, subject to the rules contained in the following sections:—

Recovery of arrears of rent by distraint.

Provided, that when a tenant has given security for the payment of his rent, the produce of the land for the rent of which security has been so given, shall not be liable to distraint.

Proviso as to tenants who have given security for payment of rent.

47. Distraint shall not be made for any arrear which has been due for a longer period than one year; nor for the recovery of any sum in excess of the rent payable in the last preceding year for the land in respect of which the arrear is due, unless a written engagement for the payment of such excess has been executed by the tenant, or unless he has been declared to be liable for the same by a decree of Court.

No distraint in certain cases.

48. The power of distraint, vested by Section 46 in landlords, may be exercised by managers under the Court of Wards, managing agents, and tahsildárs of estates held under kháná management, and other persons lawfully entrusted with the charge of land, and also by the agents employed by any such persons as aforesaid in the collection of rent if expressly authorized by power

Power of distraint by whom exercisable.



Liability of principal of agent.

of attorney in this behalf: Provided that, if any such agent purporting to act in the exercise of the said power, commits an illegal act, the person employing such agent shall be liable, as well as the agent, for any damages accruing by reason of such act.

49. **Crops liable to distraint.** Standing crops and other ungathered products of the earth, and crops or other products when reaped or gathered and deposited in any threshing floor or place for treading out grain or the like, whether in the field or within a homestead, may be distrained under this Act. But no such crops or products, other than the produce of the land in respect of which an arrear of rent is due or of land held under the same engagement, and no grain or other produce after it has been stored by the cultivator, and no other property whatsoever, shall be liable to distraint under this Act.

50. **Demand of arrear before or at the time of distraint.** Before or at the time when distraint is made under this Act, the distrainer shall cause the defaulter to be served with a written demand for the amount of the arrear, together with an account exhibiting the grounds on which the demand is made. The demand and account shall, if practicable, be served personally on the defaulter, or if he abscond or conceal himself so that they cannot be so served, shall be affixed at his usual place of residence.

51. **Value of distress.** Unless the amount of the demand is immediately paid or tendered, the distrainer may distrain property as aforesaid of value equal to the amount of the arrear with the costs of the distress; and shall prepare a list or description of the said property, and deliver a copy of the same to the owner, or if he be absent, affix it at his usual place of residence.

52. **Service of list of property to be distrained.** Standing crops and other ungathered products of the earth may, notwithstanding the distraint, be reaped or gathered by the tenant, and may be stored in such granaries or other places as are commonly used by him for the purpose. If the tenant neglect to do so, the distrainer may cause the said crops or products to be reaped or gathered, and, in such case, shall store the same either in such granaries or other places as aforesaid or in some other convenient place in the neighbourhood. In either case, the distrained property shall be placed in the charge of some person appointed by the distrainer for the purpose. If the crops or products do not from their nature admit of being stored, the distraint shall be made at least twenty days before the time when the crops or products or any part of the same would be fit for cutting or gathering.

53. **Application by distrainer in case of resistance.** If a distrainer shall be opposed, or shall apprehend resistance, and shall desire to obtain the assistance of a public officer, he may apply to the Court, and the Court may, if it think necessary, depute an officer to support the distrainer in making the distraint.

54. **Persons empowered to distrain may authorise their servants to do so.** Any person empowered to distrain property under Sections 46 or 48, may employ a servant or other person to make the distress; but in every such case he shall

give to such servant or person a written authority for the same, and the distress shall be made in the name and on the responsibility of the person giving such authority.

55. **Withdrawal of distress on tender of arrear and expenses.** If at any time after property has been distrained as aforesaid and before the sale thereof as hereinafter provided, the owner shall tender payment of the arrear demanded and of the expenses of the distress, the distrainer shall receive the same, and give a discharge therefor, and shall forthwith withdraw the distress.

56. **Application for sale.** Within five days from the time of storing any distrained crops or products, or if the crops or products do not, from their nature, admit of being stored, within five days from the time of making the distress, the distrainer shall apply for sale of the same to the proper officer authorized to sell property in satisfaction of decrees of the Court within the jurisdiction of which the distrained property is situate.

57. **Form of application.** The application shall be in writing and shall contain an inventory or description of the property distrained, the name of the defaulter and his place of residence, the amount due, and the place in which the distrained property is deposited.

Together with the application the distrainer shall deliver to the proper officer the sum payable for the service of a notice upon the defaulter as hereinafter provided.

58. **Procedure on receipt of application.** Immediately on receipt of the application the proper officer shall transmit a copy of it to the Court and shall serve a notice (which shall be in the form contained in Schedule C to this Act or to the like effect) on the person whose property has been distrained, requiring him either to pay the amount demanded or within fifteen days from the receipt of the notice, to institute a suit to contest the demand.

The officer shall at the same time send to the Court, for the purpose of being put up at the Court House, a proclamation fixing a day for the sale of the distrained property, which shall not be less than twenty days from the date of the proclamation: and shall deliver a copy of the proclamation to the peon charged with the service of the notice to be put up by him in the place where the distrained property is deposited.

The proclamation shall contain a description of the property, and shall specify the demand for which it is sold, and the place where the sale is to be held.

59. **Sale to be suspended on institution of a suit.** If a suit shall be instituted in pursuance of the aforesaid notice, the Court shall transmit to the proper officer or, if so requested, shall deliver to the owner of the distrained property a certificate of the institution of such suit, and on such certificate being received by or presented to such officer he shall suspend proceedings in regard to the sale.

60. **Suit to contest distrainer's demand.** Any person whose property has been distrained as aforesaid, may institute a suit to contest the distrainer's demand at any time before the issue of notice of sale. When such suit is instituted the Court shall proceed in the manner

prescribed in Section 59. If application for the sale of the property is afterwards made to the proper officer, he shall send a copy of the application to the Court and suspend further proceedings pending the decision of the case.

61. The person whose property has been distrained may, at the time of instituting any such suit as aforesaid, or at any subsequent period, execute a bond with one or more surety or sureties, for an amount not less than double the value of the property so distrained, binding himself to pay whatever sum may be adjudged to be due from him with costs of suit. When such bond is executed, the Court shall give to the owner of the property a certificate to that effect, or, if he shall so request, shall serve the distrainer with notice of the same. Upon such certificate being presented to the distrainer by the owner of the property, or served on him by order of the Court, the property shall be released from distraint.

62. On the expiration of the period fixed in the proclamation of sale, if the institution of a suit to contest the demand of the distrainer has not been certified to the proper officer in the manner hereinbefore provided, he shall unless the said demand, with such costs of the distress as shall be allowed by him, be discharged, in full, proceed, with the sanction of the Court, to sell the property, or such part of it as may be necessary in the manner following.

63. The sale shall be held at the place where the distrained property is deposited, or at the nearest ganj, bazar or other place of public resort if the proper officer should be of opinion that it is likely to sell there to better advantage. The property shall be sold by public auction in one or more lots, as the officer holding the sale may think advisable; and, if the demand with the costs of distress and sale be satisfied by the sale of a portion of the property, the distress shall be immediately withdrawn with respect to the remainder.

64. If on the property being put up for sale, a fair price, in the estimation of the officer holding the sale, be not offered for it, and if the owner of the property or his recognized agent apply to have the sale postponed until the next day or the next market day if a market be held at the place of sale, the sale shall be postponed until such day, and shall be then completed at whatever price may be offered for the property.

65. The price of every lot shall be paid in ready money at the time of sale, or as soon thereafter as the officer holding the sale shall think necessary; and in default of such payment, the property shall be put up again and sold. When the purchase money has been paid in full, the officer holding the sale shall give the purchaser a certificate stating the property purchased by him and the price paid.

66. The officer holding the sale shall make a deduction from the proceeds at the rate of one anna in the Rupee, on account of the costs of the sale, and

shall transmit the amount to the Court in order that it may be credited to Government. He shall then pay to the distrainer the expenses incurred by him on account of the distress and of the issue of the notice and proclamation of sale prescribed in Section 58 to such amount as, after examination of the statement of expenses furnished by the distrainer, he shall think proper to allow. The remainder shall be applied to the discharge of the arrear for which the distraint was made, and the surplus (if any) shall be delivered to the person whose property shall have been sold.

67. Officers holding sales of property under this Act, and all persons employed by, or subordinate to, such officers, are prohibited from purchasing, either directly or indirectly, property, sold by such officers.

68. The officer mentioned in Section 56 shall bring to the notice of the Court any illegal act committed by any distrainer which shall come to his knowledge; and if, in any case, on proceeding to hold a sale of the property, such officer shall find that the owner has not received due notice of the distress and intended sale, he shall postpone the sale and report the case to the Court, and the Court shall direct the issue of another notice and proclamation of sale under Section 58, or make such other order as it may think proper.

69. When such officer has gone to any place for the purpose of holding a sale and no sale takes place, either for the reason stated in Section 68 or because the distrainer's demand has been previously satisfied, then, if no intimation of such satisfaction shall have been given by the distrainer to such officer, the charge of one anna in the rupee on account of expenses shall be leviable, and shall be calculated on the estimated value of the distrained property. If the distrainer's demand be not satisfied until the day fixed for the sale, the charge of the expenses shall be paid by the owner of the property, and may be recovered by sale of such portion thereof as may be necessary. In every other case it shall be paid by the distrainer, and may be recovered by attachment and sale of the property of the distrainer under the warrant of the Court. Provided that in no case shall a larger amount than ten Rupees be recoverable under this section.

70. When a suit has been instituted to contest the demand of a distrained and the property has not been released on security, if the demand or any portion of it shall be adjudged to be due, the Court shall issue an order to the proper officer authorizing the sale of the property, and, on the application of the distrainer (which shall be made within five days from the receipt of such order by such officer) such officer shall publish a second proclamation in the manner prescribed in Section 58, fixing another day for the sale of the distrained property, which shall not be less than five nor more than ten days from the date of the proclamation; and unless the amount adjudged to be due, with costs of distress, be paid immediately, shall proceed to sell the property in the manner hereinbefore provided.

71. In all suits instituted to contest the demand of a distrainer, the defendant must prove the arrear in the same manner as if he had himself brought a suit for the amount under the foregoing provisions of this Act. If the demand or any part thereof is found to be due, the Court shall make a decree for the amount in favour of the distrainer.

*Distrainer to prove the arrear in suits to contest his demand.*

The amount may be recovered by sale of the property as provided in Section 70, and if the demand has been withdrawn and if any balance remain due after such sale, by execution of the decree against the person and any other property of the defaulter, or if the property have been released on security, by execution of the decree against the person and property of the defaulter, or if his surety has been made a party to the suit, against the person and property of such surety.

If the distraint is adjudged to be vexatious or groundless, the Court, besides directing the release of the distrained property, may award such compensation to the plaintiff as it may think fit, not exceeding twice the value of the property distrained.

*Compensation for vexatious distraint.*

72. If any person shall claim, as his own, property which has been distrained for arrears of rent alleged to be due from any other person, the claimant may institute a suit against the distrainer and such other person to try the right to the property, in the same manner and under the same conditions as to the time of instituting the suit and as to the consequent postponement of sale; as a person whose property has been distrained for an arrear of rent alleged to be due from him, may institute a suit to contest the demand.

*Suit by third party claiming property distrained.*

When any such suit is instituted, the property may be released upon security being given to the satisfaction of the Court for the value of the same property. If the claim is dismissed, the Court shall make an order in favour of the distrainer for the sale of the property or the recovery of the value thereof, as the case may be. If the claim is upheld, the Court shall order the release of the distrained property, and may award such compensation as it may think fit, not exceeding twice the value of the property distrained.

*Compensation for illegal distraint.*

73. No claim to any produce of land liable to distraint under this Act, and found at the time of the distress in the possession of a defaulting tenant, whether such claim be in respect of a previous sale, mortgage, or otherwise, shall bar the landlord's prior claim nor shall any attachment in execution of a decree of any Civil Court prevail against such claim.

*Landlord's prior claim to distrainable produce in possession of defaulting tenant.*

74. Whenever property has been distrained for an arrear of rent, and a suit has been instituted to contest the demand, and the right to distrain for such arrear is claimed by or on behalf of any person other than the distrainer, on the ground of such other person being actually and in good faith in the receipt and enjoyment of the rent of the land, such other person shall be made a party to the suit, and the question of the actual receipt and enjoyment of the rent by him before and up to

the commencement of the suit, shall be enquired into, and the suit shall be decided according to the result of such inquiry. Provided that the decision of the Court shall not affect the right of any person who may have a legal title to the rent of the land, to establish his title by suit in a Court of competent jurisdiction, if instituted within one year from the date of the decision.

75. Any person, whose property has been distrained for the recovery of a demand not justly due, or of a demand due or alleged to be due from some other person, and who is prevented by any sufficient cause from bringing a suit to contest the demand or try the right to the property, as the case may be, within the period allowed by Sections 58 and 72 and whose property is in consequence brought to sale, may institute a suit under this Act to recover compensation for the illegal distress of his property.

76. If any person empowered to distrain property, or employed for the purpose under a written authority by a person so empowered, shall distrain or sell any property for the recovery of an arrear of rent alleged to be due otherwise than according to the provisions of this Act, or if any distrained property shall be lost, damaged or destroyed, by reason of the distrainer not having taken proper precaution for the due keeping and preservation thereof, or if the distraint shall not be immediately withdrawn when it is required to be withdrawn by any provision of this Act, the owner of the property may institute a suit to recover compensation for any injury which he may have thereby sustained.

*Compensation for illegal act of distrainer.*

77. If any person, not empowered to distrain property under this Act, nor employed for the purpose under a written authority by a person so empowered, shall distrain or sell any property under this Act, the owner of such property may institute a suit to recover compensation from such person for any injury which he may have sustained from the distraint or sale. Such suit shall not affect the liability of such person to be prosecuted under any law for the time being in force.

*Compensation for distraint falsely purporting to be under this Act.*

78. If any person shall resist a distraint of property duly made under this Act, or shall forcibly or clandestinely remove any distrained property, the Court, upon complaint being made within ten days from the date of such resistance or removal, shall cause the person accused to be arrested and to be brought before the Court with all convenient speed, and the Court shall proceed forthwith to try the case.

*Procedure in case of resistance of distraint.*

If the case cannot be at once heard and determined, the Court may, if it think fit, require the party arrested to give security for his person, whenever the same may be required, and, in default of such security, may be committed to the civil jail until the case is tried.

79. If such resistance or removal of property be proved, and if the offender be the owner of the property, the Court may order him to be imprisoned in the civil jail until the whole arrear due to the distrainer, with all expenses and costs, shall be paid or shall be levied by distress and

*Imprisonment of offender.*

sale of the property of the offender under warrant of the Court: Provided that no such imprisonment shall continue for more than six months.

If the person convicted of the offence be any other than the owner of the property, he shall make good to the distrainer the value of the same, and shall further be liable to a fine not exceeding one hundred Rupees, or, in default of payment thereof, to imprisonment in the civil jail for a period not exceeding two months.

## CHAPTER VII.

### OF THE JURISDICTION OF THE COURTS.

#### *Suits cognizable.*

80. The Courts of Revenue in Oudh shall take cognizance of the following descriptions of suits, and such suits shall be heard and determined in the said Courts in the manner provided in this Act, and not otherwise:—

#### *A. Suits by a Landlord.*

(1.)—For the delivery by a tenant of the counter-part of a lease.

(2.)—For arrears of rent.

(3.)—For the enhancement of the rent of a tenant having a right of occupancy under Section 4.

(4.)—For the ejectment of a tenant or for cancelling any lease on account of the non-payment of arrears of rent, or on account of a breach of the conditions of such lease.

(5.)—Suits by landlords against any agents employed by them in the management of land, or collection of revenue or rent, or against the sureties of such agents for money received or accounts kept by such agents in the course of such employment, or for papers in their possession, or for a settlement of accounts.

#### *B. Suits by an Under-proprietor or a Tenant.*

(6.)—For establishing a right of occupancy.

(7.)—For the delivery by a landlord of a lease.

(8.)—For contesting a notice of ejectment.

(9.)—For compensation

On account of illegal enforcement of payment of rent, or of any sum in excess of rent due,

Or on account of the refusal of receipts or acknowledgments for rent paid or tendered,

Or on account of illegal ejectment,

Or on account of the value of standing crops under Section 37.

(10.)—For the recovery of the occupancy of any land from which an under-proprietor or tenant has been illegally ejected by the landlord.

(11.)—For contesting the exercise of the power of distraint conferred on landlords and others, by this Act, or any acts purporting to be done in exercise of the said power, or for compensation for illegal distraint.

(12.)—For abatement of rent in accordance with the provisions of Section 17.

(13.)—For the recovery of compensation for improvements in accordance with the provisions of Section 20.

#### *C. Suits regarding the division or appraisement of produce.*

(14.)—Suits regarding the division, estimate, or appraisement of the produce of land under Section 30.

#### *D. Suits by, and against, Co-sharers and Muáfídar.*

(15.)—Suits by a sharer against a co-sharer for share of the profits of an estate or any part thereof

(16.)—Suits by any lumberdar for arrears of revenue, or rent payable through him by the co-sharers whom he represents, and for village expenses and other dues for which the co-sharers may be responsible to him, or against any joint lumberdar for compensation for revenue or rent paid by such lumberdar on account of such joint lumberdar.

(17.)—Suits by co-sharers against lumberdars or by proprietors or lessees against muáfídar or assignees of revenue, for compensation on account of exaction in excess of revenue, or rent or on account of the refusal of receipts or acknowledgments for revenue or rent paid or tendered.

(18.)—Suits by muáfídar or assignees of revenue for arrears of revenue.

#### *Grades of Courts.*

81. For the purposes of this Act, the Grades of Courts for the purposes of this Act. The Courts of Revenue shall consist of six grades of Courts, namely,—

(1.)—The Court of the Assistant Collector of the second class.

(2.)—The Court of the Assistant Collector of the first class.

(3.)—The Court of the Deputy Collector.

(4.)—The Court of the Collector.

(5.)—The Court of the Commissioner.

(6.)—The Court of the Financial Commissioner.

82. Subject to any orders that may from time to time be issued by the Governor General in Council, the Chief Commissioner of Oudh shall have power to declare to which of the first three grades any Assistant Commissioner shall belong, and to invest any Tahsildar with the powers of any of the same grades.

83. The Deputy Commissioner shall exercise the powers of a Collector under this Act.

84. Subject to any orders that may from time to time be issued by the Governor General of India in Council, the Chief Commissioner of Oudh may invest any officer employed in making or revising settlements of revenue with all or any of the powers of a Collector, or Deputy Collector, or Assistant Collector, under this Act.

85. The Court of the Assistant Collector of the second class shall have power to try and determine suits of the description mentioned in Clauses 1, 2, 7, 12, 15, 16, 17 and 18 of Section 80, of which the subject-matter shall not exceed one hundred Rupees in value or amount.



86. The Court of the Assistant Collector of the first class shall have power to try and determine suits of the descriptions referred to the last preceding section of which the subject-matter shall not exceed five hundred Rupees in value or amount.

Jurisdiction of Assistant Collector of the first class.

87. The Court of the Deputy Collector shall have power to try and determine suits of every description of which the subject-matter shall not exceed five thousand Rupees in value or amount.

Jurisdiction of Deputy Collector.

88. The Court of the Collector shall have power to try and determine suits of every description and of any amount, and to hear appeals from the original decisions in suits, and (where an appeal is allowed by the Code of Civil Procedure as applied by this Act) from the orders of the Courts of the Assistant Collectors, and in the cases of the nature mentioned in Section 83 from such decisions and orders of the Deputy Collectors. Whenever the state of the public business requires it, it shall be competent to the Chief Commissioner to invest any Deputy Collector with the powers of a Collector for the trial and determination of suits and appeals under this Act, and, with the sanction of the Governor General in Council, to invest any Collector with all or any of the powers of a Commissioner under this Act.

Jurisdiction of Collector.

89. The Court of the Commissioner shall have power to hear and determine appeals from decisions in suits, and (where an appeal is allowed by the Code of Civil Procedure) from the orders of the Courts of the Collectors and Deputy Collectors, except as otherwise provided in Sections 79 and 83.

Jurisdiction of Commissioner.

90. The Court of the Financial Commissioner shall have power to hear and determine appeals from the decisions in suits, and (where an appeal is allowed by the Code of Civil Procedure) from the orders of the Commissioners, and also special appeals, as provided in the said Code, from the decisions passed in regular appeal by the Collectors and by the Commissioners.

Jurisdiction of Financial Commissioner.

#### *Appeals and Rehearing.*

91. The memorandum of appeal prepared in the form and containing the particulars mentioned in the Code of Civil Procedure, shall be presented to the Court empowered to hear the appeal within the period hereafter specified, unless the appellant shall show sufficient cause to the satisfaction of such Court, for not having presented the memorandum within such period; that is to say, thirty days if the appeal lie to the Collector, six weeks if the appeal lie to the Commissioner, and ninety days if the appeal lie to the Financial Commissioner. The period shall be reckoned from and exclusive of the day on which the decision or order appealed against was passed, and also exclusive of such time as may be requisite for obtaining a copy of the decree or order from which the appeal is made. Applications for special appeal shall be presented in the Court of the Financial Commissioner within the period hereinbefore fixed for appeals.

Time for presenting appeals.

92. In suits under Clauses 2, 5, 9, 11, 14, 15, 16, 17, 18 of Section 80 and in appeals from decisions in such suits tried and decided by a Commissioner or Collector, if the amount sued for does not exceed one hundred Rupees, the judgment shall be final, except as hereinafter provided, unless in any such suit a question of right to enhance or otherwise vary the rent of a tenant, or any question relating to a title to land or to some interest in land as between parties having conflicting claims thereto, has been determined by the judgment, in which case the judgment shall be open to appeal in the manner provided in this Act.

No appeal, except in certain cases from a decree of Collector for money below 100 Rupees.

#### *Distribution of Business.*

93. The Deputy Commissioner may direct the business in the Courts subordinate to him, whether or not they hold their sittings in the same place, to be distributed among such Courts in such way as he shall think fit.

Deputy Commissioner may distribute business in Courts subordinate to him.

#### *Transfer of Suits and Appeals.*

94. The Commissioner or the Deputy Commissioner may withdraw any suit instituted in any Court subordinate to him, and try such suit himself, or refer it for trial to any other such subordinate Court competent to try the same. The Commissioner may also withdraw any appeal instituted in the Court of any Collector subordinate to him, and try the appeal himself, or refer it for trial to the Court of any other Collector in his Division.

Transfer of suits from subordinate Courts to Commissioner's or Collector's Court.

95. The Financial Commissioner may order that any suit or appeal which shall be instituted in or presented to any Court subordinate to him, shall be transferred to any other such subordinate Court competent to try or hear subject-matter of the same.

Financial Commissioner may transfer suits and appeals from one subordinate Court to another.

#### *Miscellaneous.*

96. In the performance of their duties under this Act the Collectors shall be subject to the general control of the Commissioners and of the Financial Commissioner; and the Deputy Collectors and Assistant Collectors shall be subject to the direction and control of the Deputy Commissioners to whom they are subordinate: Provided that nothing in this section shall empower the Financial Commissioner or any Commissioner or Deputy Commissioner to interfere in any way not authorized by this Act with any decision or order in a suit.

General subordination of Courts.

97. All suits, which, under the provisions of this Act, may be brought by or against landlords, may be brought by or against managing agents or tahsildars of estates held under khām management, whether such estates are the property of Government or not.

Suits by or against Managing Agents or Tahsildars of Khām Estates.

98. No sharer in a joint estate, under-proprietary or other tenure in which a division of land has not been made among the sharers shall exercise any of the powers conferred by this Act in regard to the recovery of arrears of rent, en-

Sharer only to exercise powers under this Act through Manager or lumberdar.

hancement of rent, ejectment of tenant or distraint, otherwise than through a manager authorized to collect the rents on behalf of all the sharers in the same; and in pattidari estates or tenures such powers shall be exercised only through a lumberdar or through the pattidar who is entitled to collect the rents of the patti.

99. If any landlord or tenant shall, without his consent, have been dispossessed of any land otherwise than by due course of law, such landlord or tenant, or any person claiming through him, shall be entitled to recover possession thereof notwithstanding any other title shall have been set up, provided that he makes application to the Court to recover possession of such land within one month from the time of such dispossession. But nothing in this section shall bar the person from whom possession shall have been so recovered, or any other person, from instituting a suit to establish his title to such land and to recover possession thereof. Such application shall be heard by the Collector or Deputy Collector only, and no appeal shall lie from any order passed thereon, nor shall any review of such order be allowed.

Recovery of land from which any person has been illegally dispossessed.

100. It shall be competent to the Courts to sit for the hearing and determining suits and appeals, and for disposing of other business under this Act, in any place within the limits of their local jurisdiction: Provided that every hearing and decision shall be in open Court and that the parties to the suit or their authorized agents shall have had due notice to attend at such place.

Courts may sit anywhere within limits of their jurisdiction.

for the hearing and determining suits and appeals, and for disposing of other business under this Act, in any place within the limits of their local jurisdiction: Provided that every hearing and decision shall be in open Court and that the parties to the suit or their authorized agents shall have had due notice to attend at such place.

## CHAPTER VIII.

### LIMITATION OF SUITS.

101. Except as herein otherwise provided, and subject to the provisions as to legal disability contained in any law for the limitation of suits for the time being in force in Oudh, all suits shall be instituted within one year from the date of the accruing of the cause of action.

General limitation.

102. Suits for the delivery of leases or the counterparts of leases may be instituted at any time during the tenancy.

Suits for delivery of leases, or counterparts.

103. Suits for the recovery of arrears of rent or revenue, or share of profits, shall be instituted within three years from the date on which the arrear or share of profit claimed shall have become due, except in the case mentioned in Section 14.

Suits for arrears of rent, or revenue or share of profits.

104. Suits for the recovery of money in the hands of an agent, or for the settlement of accounts or delivery of papers by an agent, may be brought at any time during the continuance of the agency, or within one year after the determination of the agency, or, in the case of claims legally cognizable at the date of the passing of this Act, within one year after such date.

Suits against agents for money, or delivery of accounts or papers.

105. Suits regarding distraint under Sections 72, 75, 76 or 77, and suits regarding the division, estimate, or appraisement of the produce of land shall be commenced

Suits regarding distraint, division of produce, &c.

within three months from the date of the accruing of the cause of action.

## CHAPTER IX.

### PROCEDURE.

106. Subject to the exceptions and provisions under which the Code of Civil Procedure was extended to Oudh, as contained in the declaration of the Governor General in Council, republished in Schedule D to this Act annexed, the provisions of the said Code shall, so far as they are applicable and not inconsistent with the provisions of this Act, apply to all suits, appeals and proceedings under this Act. Provided that the said declaration shall be read as if the words "Financial Commissioner" were substituted for the words "Judicial Commissioner," and that Section 244 of the said Code shall be read as if for the word 'Court,' the word 'Commissioner' were substituted.

107. In addition to the particulars required by Section 26 of the said Code to be specified in the plaint, the plaint shall contain the following particulars:—

Particulars to be added to plaint.

1st.—The name of the village or estate, and of the pargana in which the land to which the suit relates is situate.

2nd.—If the suit be for the recovery of an arrear of rent, or for the enhancement or abatement of rent, or for the ejectment of a tenant, or for contesting a notice of enhancement of rent, or for contesting a notice for the ejectment of a tenant, or for the recovery of the occupancy or possession of any land, the plaint shall specify the extent, situation, and designation of the land to which the suit relates, and, where fields have been marked in a Government survey, the number (if it be possible to give it) of each field.

3rd.—If the suit be for the recovery of an arrear of rent or revenue, the plaint shall specify the yearly rent or revenue of the land, the amount (if any) received on account of the year or years for which the claim is made, the amount in arrear, and the time in respect of which it is alleged to be due.

4th.—If the suit be for the delivery of a lease or the counterpart of a lease, the plaint shall specify all the particulars mentioned in Section 6.

108. When in any suit between a landlord and an under-proprietor or tenant the right to receive the rent of the land is claimed by a third person, on the ground that such third person or a person through whom he claims has actually and in good faith received and enjoyed such rent up to the time of the commencement of the suit, such person shall be made a party to the suit, and the question of the actual receipt and enjoyment of the rent by such third person shall be enquired into and the suit shall be decided according to the result of such inquiry. Provided always that the decision of the Court shall not affect the right of either party who may have a legal right to the rent of such land to establish his title in the Court having competent jurisdiction.

Third person claiming rent to be made a party to the suit.

109. In all suits under this Act the summons to the defendant shall be for the final disposal of the suit.

Summons to defendant to be for final disposal.

110. In a suit to recover an arrear of rent no set-off shall be allowed against the claim except such amount as may be due to defendant on an unexecuted decree against the plaintiff.

Set-off how to be dealt with.

111. In any suit under this Act involving a claim to money, the defendant may, at any stage of the suit, deposit in Court such sum of money as he considers a satisfaction in full of the claim of the plaintiff, together with the costs incurred by the plaintiff up to the time of such deposit. Notice of the deposit shall be given to the plaintiff, and the amount of the deposit shall be paid to the plaintiff on his application. No interest shall be allowed to a plaintiff on any sum paid by the defendant into Court from the date of such payment, whether such sum be in full of the plaintiff's claim or fall short thereof.

Defendant may pay money into Court.

112. Nothing in the last preceding section shall be held to bar the plaintiff, in any case in which the defendant shall deposit less than the amount claimed by the plaintiff, from proceeding in the suit for the recovery of the balance.

If defendant pay less than amount claimed, plaintiff may proceed.

113. If a tenant not having a right of occupancy institute a suit against a landlord for the delivery of a lease, or a landlord institute a suit against a tenant not having a right of occupancy for the delivery of the counterpart of a lease, and the parties shall not agree in respect of the particulars which such lease or counterpart is to contain, the Court shall dismiss the suit, unless evidence in writing shall be produced which shall satisfy the Court that an agreement has been entered into between the parties in accordance with which such lease or counterpart ought to be delivered.

In suit for lease or counterpart, Court to dismiss the suit unless the parties agree as to terms.

114. The local enquiry described in Section 180 of the Code of Civil Procedure may also, if he think fit, be made by the Collector in person or other officer presiding in the Court, and the provisions contained in the said Code regarding local inquiries shall, so far as they are applicable, apply to such inquiries made by such Collector or other officer. In such cases the Collector or other officer as aforesaid, after completing the inquiry, shall record on the proceedings such observations as he shall think fit, and the observations so recorded shall be received as evidence in the suit.

Collector may make local enquiry.

#### As to decrees.

115. When a decree for money is passed in any suit under this Act, the Court may, on the oral application of the party in whose favour the decree is passed, direct immediate execution thereof in the manner described in Section 13 of Act No. XXIII of 1861 (to amend Act VIII of 1859).

Immediate execution of decrees.

116. When a decree is passed in a suit for an enhancement of rent, the Court shall declare the date from which such enhancement shall take effect.

Date from which enhancement is to take place to be stated in decree.

117. If the decree be for the delivery of papers or accounts, the decree may be enforced by the imprisonment in the Civil Jail of the party against whom the decree is

Enforcement of decree for delivery of papers or accounts.

made, or by the attachment of his property, or by both imprisonment and attachment. The imprisonment and attachment may be continued until the party against whom the decree is made shall comply with the terms of it: Provided that no person shall be imprisoned under this section for a longer period than six months.

Decree for lease or counterpart to specify particulars.

118. A decree for the delivery of a lease or of the counterpart of a lease shall specify all the particulars mentioned in Section 6.

119. If the decree be for the delivery of a lease or the counterpart of a lease and the party ordered to deliver such lease or counterpart shall neglect or refuse so to do, the Court may grant a lease or counterpart in conformity with the terms of the decree, and such lease or counterpart shall be of the same force and effect as if delivered by the party against whom the decree was passed.

Court, after decree, may grant lease or counterpart, in case of refusal of defendant.

120. If the decree be for money, no process in execution shall issue against the immovable property of the judgment debtor, other than attachment of such property, unless satisfaction of the decree cannot be obtained against the moveable property of such judgment debtor.

Execution to be first made against moveable property.

121. If the decree be for an arrear of rent due in respect of an under-proprietary tenure, the right and interests of the judgment debtor in such tenure may, subject to the provisions of this Act, be brought to sale in execution of the decree. Provided that no such sale shall be allowed unless it appear to the Deputy Commissioner, that satisfaction of the decree cannot be made in the manner referred to in Sections 243 and 244 of the Code of Civil Procedure.

When an under-proprietary tenure may be sold in execution of a decree for arrears of rent.

122. No beneficial lease or other incumbrance created on his tenure by any under-proprietor shall be valid, in the event of the sale of his rights and interests in execution of a decree for arrears of rent, unless such incumbrance shall have been registered under any law for the time being in force in Oudh, within four months after the creation thereof, and not less than thirty days before the date of such sale.

When an incumbrance created by an under-proprietor shall be valid.

123. If an under-proprietor shall have created such incumbrance, and the proprietor shall not have consented by an instrument in writing to any such reduction of the amount of rent payable to him by such under-proprietor, as, in the event of the default of such under-proprietor, may result from the creation, charge or grant of such incumbrance, the person in whose favour the incumbrance was created, charged or granted, shall be liable for the full amount of the rent payable thereafter by such under-proprietor to such proprietor on account of the land in the holding of such person.

Lien of the proprietor for rent payable to him by under-proprietor.

124. When the land sold in execution of a decree under this Act is a share of an estate, if the lot shall have been knocked down to a stranger, any co-sharer, other than the judgment debtor, may

Sharer in an under-proprietary tenure may claim right of pre-emption.

claim to take the share sold at the sum at which the lot was knocked down. Provided that the claim be made on the day of sale and the claimant fulfil all the conditions of the sale.

#### SCHEDULE A.\*

I, A. B., of, &c., do solemnly declare that I did personally (or by my Agent C. D.) on the day of

tender payment to E. F. at the place where the rent of the lands at held or cultivated by me under or from the said E. F., are usually payable), of the sum of Rupees as and for the whole amount due from me in respect of the rent of the said lands from the month of to the month, of both

inclusive. I further declare that the said E. F. refused to accept the said sum so tendered (or to give me a receipt in full, forthwith, for the same). And I do declare that, to the best of my belief, the sum of Rupees so tendered, and which I now desire to pay into Court, is the full amount which I owe the said E. F. on account of the rent of the said lands from the month of to the month of both inclusive, and

that I owe the said E. F. no further sum on account of the rent of the said lands

I the person named in the above declaration, do declare that what is stated therein is true to the best of my information and belief.

#### SCHEDULE B.†

Court of the of

Dated the day of 18 To E. F., of, &c.

With reference to the within declaration, you are hereby informed that the sum of Rupees

therein mentioned, is now in deposit in this Court, and that the above sum will be paid to you or your duly authorized Agent, on application. And take notice that if you have any further claim or demand whatsoever to make against the said A. B. in respect of the rent of the said lands, you must institute a suit in Court for the establishment of such claim or demand within six calendar months from this date, otherwise your claim will be for ever barred.

#### SCHEDULE C.

Office of officer appointed to sell distrained property.

##### A. B.—Distraîner.

Whereas the said A. B. has applied to have the distrained property specified below sold for the recovery of alleged to be due to him as arrears of rent, you are hereby required either to pay the said sum to the said A. B. or to institute a suit before the Court to contest the demand within fifteen days from the receipt of this notice, failing which the property will be sold.

Dated this day of 186 .

\* If this declaration is made by an Agent, it must be attested accordingly.

† This is to be by endorsement on a copy of the Declaration under Schedule A., made by the person paying the money into Court.

#### SCHEDULE D.

Under the provisions of Section 385 of Act No. VIII of 1859, and Section 3 of Act No. IV of 1860, His Excellency the Governor General in Council is pleased to notify that, from 1st January 1862, Act VIII of 1859 is extended to the Province of Oudh, subject to the following exceptions and provisos:—

1. Section 3 shall be subject to the following proviso:—

Provided that the Judicial Commissioner or any other Court exercising any appellate jurisdiction within the Province of Oudh, may, at any time within one year from the time of the passing or execution of any judgment or order by any Court subordinate to the said Appellate Court, call for such judgment or proceedings without any regular appeal or application for review having been preferred against the same, and may, if he, or it, shall see sufficient grounds, revise and alter, or reverse or confirm the same. But that in such case, before revising, altering or reversing any one judgment or order, the said Judicial Commissioner, or it, shall cause the same notice to be given to the party in whose favour the said judgment or order was pronounced, and the same opportunity to such party to be heard in support thereof, and the same proceedings to be taken as if a memorandum of appeal had been filed by the party aggrieved thereby.

2. Section 17 is excepted, and the term recognized agent is defined as follows, viz., a permanent servant, partner, relation, or friend, whom the Court may admit as a fit person to represent a party, and especially persons holding powers of attorney from absent parties, persons carrying on business on behalf of bankers and traders, managing agents of landholders, nearest male relations of women, and persons *ex-officio* authorized to act for Government, or for any Prince or Chief.

3. Section 111 shall be subject to the following limitation:—It shall not be obligatory on the Court to decide *ex parte* in the absence of defendant, but the Court may proceed to compel his attendance under the following rule, being the rule now in force in Oudh:—

*Rule.*—If the defendant does not appear, it shall be at the discretion of the Court to issue a warrant to arrest him and detain him till another day appointed for the hearing of the case, and to attach his property.

4. Section 172. So much of this section as requires that the whole of the evidence shall be taken down in writing in the language in ordinary use is excepted, and the record made by the hand of the Judge, under the following rule, being the rule now in force in Oudh, shall be taken as a record of the evidence:—

*Rule.*—An intelligible note of the essential points of the evidence of each witness is to be taken at the time and in the course of oral examination by the Officer who tries the case, in his own language. The notes must be legible, complete, and properly arranged, must attest the presence of the witness at the time, and mark every postponement and change of time and scene, so that their *bond fide* character may be apparent. Every essential point must be noted, but mere surplusage may be omitted. These notes shall be filed and shall form part of the record of the case: Provided that in cases tried by a European Officer, who has not passed the examination in the Native



languages prescribed for Assistant Commissioners exercising special powers, the evidence of witnesses shall also be recorded, at length, in their own language.

Section 205. So much of this section as renders land liable to sale in execution of a decree, will be subject to the restrictions on the sale of land prescribed by the following rule, being the local rule now in force in Oudh:—

*Rule.*—No ancestral property in land shall be sold in satisfaction of a decree, without the sanction of the Judicial Commissioner: and before acquired property in land shall be so sold, the permission of the Divisional Commissioner shall be obtained.

WHITLEY STOKES,  
*Asstt. Secy. to the Govt. of India,*  
*Home Dept. (Legislative).*

## HOME DEPARTMENT.

### NOTIFICATIONS.

*Simla, the 2nd October 1867.*

No. 5075.

The undermentioned Honorary Magistrates, in the Central Provinces, are invested with the powers of a Subordinate Magistrate of the 1st Class, described in Section 22 of Act XXV. of 1861, to be exercised within the limits of their respective estates:—

Toolseeram Sookul, Honorary Magistrate of Hurdah.

Roshunally, Honorary Magistrate of Seonee.

No. 5077.

Under the provisions of Act XXXII. of 1867, the Governor General in Council is pleased to delegate to the Chief Commissioners of Oudh, the Central Provinces, and British Burmah, and the Commissioner of Mysore and Coorg, the powers of a Local Government under the terms of Act V. of 1861, with the exception of Section 4 of the said Act, in respect of which the power hereby conferred on the said Chief Commissioners and Commissioner is restricted, as respects the appointment of Inspector General only, to the nomination of that Officer, which will be subject to the approval of the Governor General in Council.

*The 3rd October 1867.*

No. 5100.

Mr. J. Coryton, Barrister-at-Law, is re-appointed to officiate as Recorder of Moulmein and Judge of the Moulmein Small Cause Court from the date of the expiry of the period of his last re-appointment, and until further orders.

*The 4th October 1867.*

No. 5137.

The Governor General in Council is pleased to sanction the following appointments in the Police of the Hyderabad Assigned Districts:—

Mr. E. R. Christian, Inspector of Police, Rajahmundry, to be an Assistant District Superintendent, 2nd Grade, from the date on which he joined his appointment.

Mr. H. W. Bowen, Assistant Superintendent, 1st Grade, to be District Superintendent, 3rd Grade, with the charge of the Woon District.

Mr. R. N. Cumberlege, Assistant Superintendent, 2nd Grade, to be an Assistant Superintendent of the 1st Grade.

Mr. F. Wright, District Superintendent, Woon, is transferred to the new District of Ellichpoor.

No. 5139.

APPOINTMENT.—Mr. G. D. Anderson, Assistant Superintendent of Police, British Burmah, to be District Superintendent of Police, 5th Grade, *vice* Mr. J. H. Lawrence, deceased, with effect from 17th April 1867.

E. C. BAYLEY,  
*Secy. to the Govt. of India.*

## FOREIGN DEPARTMENT.

### NOTIFICATIONS.

#### Military.

*Simla, the 1st October 1867.*

No. 174.

1st Regiment, Central India Horse.—Captain J. Miller, Officiating 3rd Squadron Officer, Lieutenant R. J. H. Wyllie, Officiating 1st Squadron Subaltern, and Lieutenant E. Gibson, Officiating 2nd Squadron Subaltern, are respectively confirmed in those appointments.

#### Political.

*The 1st October 1867.*

No. 988.

APPOINTMENT.—The Governor General in Council is pleased to appoint Major James Burn, of the Bengal Staff Corps, recently Resident Councillor at Malacca, to be Political Agent at Munnipore from the 1st December next, or from any subsequent date on which the post may be vacated by the present incumbent, Colonel W. McCulloch.

#### General.

*The 1st October 1867.*

No. 1644.

APPOINTMENT.—Lieutenant F. W. Grant, District Superintendent of Police, Mehkur, to be an Assistant Commissioner, 3rd Class, in Berar.

No. 1646.

LEAVE.—Privilege leave for two months is granted to Major H. M. Elliott, Deputy Commissioner of the Shimoga District, in Mysore.

*The 2nd October 1867.*

No. 1651.

LEAVE.—Privilege leave for one month is granted to Nujuff Ali Khan, Extra Assistant Commissioner, Settlement Department, in Oudh.

No. 1653.

APPOINTMENT.—Lieutenant W. P. Harrison, of the 34th Regiment, Native Infantry, to officiate as an Assistant Commissioner in Oudh.

*The 3rd October 1867.*

No. 1664.

APPOINTMENT.—Lieutenant R. C. Evanson, of the Madras Staff Corps, is appointed to officiate as an Assistant Commissioner of the 3rd Grade, in British Burmah, with effect from the 12th August last.

W. MUIR,  
*Foreign Secretary.*

## STAR OF INDIA.

### NOTIFICATION.

The following *Gazette* Extraordinary is republished for general information:—

*Simla, the 3rd October 1867.*

ON Wednesday, the 2nd October, His Excellency THE VICEROY and GOVERNOR GENERAL of India, as GRAND MASTER of the Most Exalted Order of the STAR OF INDIA, held at mid-day an Investiture of the said Order, for the purpose of conferring, in accordance with the Commands of HER MAJESTY, the SOVEREIGN of the Order, on Rajah JODBEER CHUND, of Nudown, the dignity of KNIGHTHOOD, and of investing him with the Insignia of the Second Class of the Order.

The CIVIL and MILITARY Officers of Government at Simla, the Rajah of BELASPORE, and other spectators, were present by invitation to witness the Ceremony.

As the GRAND MASTER, wearing the Robe and Insignia of the Order, and attended by his personal staff, entered the Hall, and took his seat on the VICEREGAL THRONE, the guard of honor presented arms, and a royal salute was fired.

The assembly was declared, by order of the GRAND MASTER, to be a CHAPTER of the ORDER.

Rajah JODBEER CHUND was then conducted by the Hon'ble Major-General SIR H. M. DURAND, K. C. S. I., C. B., and by the Secretary, SIR WILLIAM MUIR, K. C. S. I. (the Junior Knights of the Order present), to the Viceregal Dais, where he was received by the GRAND MASTER.

By Command of the GRAND MASTER, the SECRETARY read aloud HER MAJESTY'S Warrant conferring on Rajah JODBEER CHUND the dignity of a KNIGHT COMMANDER of the STAR OF INDIA; and afterwards a translation of the same in the Hindustanee language.

After which, the GRAND MASTER addressed the Rajah, in the same language, to the following effect:—

“RAJAH JODBEER CHUND, RAJAH OF NUDOWN!

“I have the pleasure to inform you that Her Most Gracious Majesty the QUEEN OF ENGLAND

AND HINDOSTAN has appointed you to be a KNIGHT COMMANDER of the Order of the STAR OF INDIA, in recognition of your good services at different times to the State. I have known you now for upwards of twenty years; and have always had reason to be satisfied with your conduct and fidelity to the BRITISH GOVERNMENT.

“In 1846, when disturbances threatened the KANGRA DISTRICT, you at once took part with the local authorities; and in 1848, when insurrection actually broke out, you boldly took the field with your followers, and, by your exertions and influence, contributed to the rapid pacification of that part of the Hill country. One of your sons also, MIAN PRITHI SING, raised a party of Horsemen, who did good service during the mutiny in OUDE. In you I recognize a Chief of character among your own people, and a hearty supporter of the STATE.

“In the name, then, of HER MAJESTY THE QUEEN, and by HER MAJESTY'S Command, I now invest you with the Insignia of the Order of the STAR OF INDIA, and proclaim you a KNIGHT BACHELOR both in ENGLAND and in HINDOSTAN.”

A Royal Salute was fired in honour of the Investiture.

The Chapter was then declared, by Command of the GRAND MASTER, closed.

Whereupon SIR JODBEER CHUND, K. C. S. I., received the congratulations of the VICEROY and GOVERNOR GENERAL, and of the HIGH OFFICERS of Government around the THRONE.

The GRAND MASTER retired and the assembly broke up.

By Order of the GRAND MASTER,

W. MUIR,  
*Secretary to the Most Exalted Order  
of the Star of India.*

## FINANCIAL DEPARTMENT.

### NOTIFICATIONS.

*Simla, the 3rd October 1867.*

No. 2936.

Mr. T. W. Biss resumed charge of the office of Deputy Accountant General, Central Provinces, on the forenoon of the 30th August 1867.

No. 2946.

Mr. R. A. Fink resumed charge of the office of Deputy Accountant General, Punjab, and Mr. J. C. Gilliland resumed his duties as an Assistant of the fifth Class in the Office of the Accountant General, Punjab, on the 27th ultimo before noon.

E. H. LUSHINGTON,  
*Secy. to the Govt. of India.*

## MILITARY DEPARTMENT.

*Simla, the 1st October 1867.*

No. 937 of 1867.—The undermentioned Officer has reported his return from England :—

*Date of arrival at  
Fort William.*

Captain H. L. Hawkins, of the Bengal Staff Corps ... 23rd September 1867.

No. 938 of 1867.—The troops from the Bengal Presidency, detailed in the margin, being under orders to form part of an Expeditionary Force about to proceed to Abyssinia, His Excellency the Viceroy and Governor General in Council is pleased to make the following appointments on the Staff of that Force :—

Colonel D. M. Stewart, of the Bengal Staff Corps, Deputy Adjutant General, to command the troops proceeding from Bengal, with the rank of Brigadier-General of the 2nd Class.

Captain Halford Fellowes, of the Bengal Staff Corps, Brigade-Major at Umballa, to be Brigade-Major.

Major F. S. Roberts, v. c., of the Royal Artillery, Assistant Quarter-Master General of the Army, to be Deputy Assistant Quarter-Master General.

In accordance with the usage in Her Majesty's British Army out of India, the appointment of an Aide-de-Camp is sanctioned on the Staff of Brigadier-General Stewart.

No. 939 of 1867.—The undermentioned out-pensioners of the Royal Hospital at Chelsea, having been permitted to reside and draw their stipends in India, payment of pension is to be made and charged accordingly :—

*Rate of Pension per diem.*

Serjeant John Newman, late of the 22nd Brigade, Royal Artillery	...	{ 2s. (two shillings), from the date on which he ceases to receive regimental pay or allowance.
Magazine-Serjeant John Edwards, late of the 19th Brigade, Royal Artillery	... ..	
Gunner John Riely, late of the 19th Brigade, Royal Artillery	...	{ 9d. (nine pence), from the date on which he ceases to receive regimental pay or allowance.

No. 940 of 1867.—The following promotion is made, subject to Her Majesty's approval :—

Corps.	Rank and Name.	To what rank promoted.	From what date.	In whose room.
Cadre of the late 73rd Native Infantry	Lieutenant (Captain in Staff Corps) Thomas Myles Sandys	Captain ...	14th September 1867	Captain (Major in Staff Corps) F. R. N. Fortescue, deceased.

No. 941 of 1867.—Supernumerary Surgeon A. P. Tomkyns, of the Medical Department, is brought on the Establishment of Surgeons to fill an existing vacancy.

No. 942 of 1867.—The undermentioned Officer is permitted to proceed to Europe on leave of absence on sick certificate :—

Lieutenant George Nolan, Unattached, Executive Engineer, Pooree Division, Department Public Works, Bengal ... } For twenty months.



No. 943 of 1867.—The following promotions are made in the subordinate establishment of the Army Commissariat Department:—

*Permanent.*

Rank and Names.	To what rank promoted.	From what date.	In succession to.
Serjeant and Acting Sub-Conductor Terence O'Brien	Sub-Conductor ...	7th July 1867	Sub-Conductor S. Jackson, pensioned.
Serjeant and Acting Sub-Conductor William Powell	Ditto ...	28th ditto ...	Sub-Conductor W. Colmer, deceased.
Serjeant and Acting Sub-Conductor William Mitchell	Ditto ...	5th Aug. 1867	Sub-Conductor R. Robinson, deceased.

*Temporary, from dates mentioned and until further orders.*

Serjeant Joseph Dwyer ..	Acting Sub-Conductor	9th May 1867	During the absence, on sick leave to Europe, of Sub-Conductor Thomas Taylor, or until further orders.
Serjeant Patrick Sheehy ...	Ditto ...	7th July 1867	Acting Sub-Conductor O'Brien, confirmed in that grade.
Serjeant William John Routleff	Ditto ...	28th ditto	Acting Sub-Conductor W. Powell, confirmed in that grade.
Serjeant Edmond Hill ...	Ditto ...	5th Aug. 1867	Acting Sub-Conductor W. Mitchell, confirmed in that grade.

*The 2nd October 1867.*

No. 944 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

Brigadier-General J. W. Fitzmayer, C. B., of the Royal Artillery, to be Inspector of Royal Artillery, Northern Division, with effect from the 1st proximo, in succession to Major-General J. Brind, C. B., whose tour, as Inspector, expires on that date.

No. 945 of 1867.—Meerun Bux, a student of the Agra Medical College, who was admitted into the service by G. G. O. No. 474 of the 28th April 1862, having been imprisoned with hard labor for dishonest misappropriation of property, is struck off the Roll of Native Doctors with effect from the 17th July 1867, the date on which he was sentenced by the Civil Authorities.

No. 946 of 1867.—The undermentioned out-pensioner having been permitted to reside and draw his stipend in the Bengal Presidency, payment of his pension is to be made and charged accordingly:—

Gunner Giles Penfold, an out-pensioner of the Royal Hospital at Chelsea, from the 9th Battalion, Royal Regiment of Artillery ...	<i>Rate of Pension.</i> 1s. (one shilling) per diem, paid up to the 31st March 1868.
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*The 3rd October 1867.*

No. 947 of 1867.—The following order, issued by the Resident at Hyderabad, is confirmed:—

No. 162 of the 27th August 1867.—With reference to G. G. O. No. 794 of the 12th August 1867, placing the services of Lieutenant A. G. W. Hemans, Squadron Subaltern, 1st Cavalry, at the disposal of the Foreign Department, appointing Lieutenant H. C. Hamilton, Officiating Wing Subaltern, 5th Infantry, to be Officiating Squadron Subaltern of the 1st Cavalry, Hyderabad Contingent, until further orders, subject to the confirmation of the Government of India.

No. 948 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointments:—

*Hyderabad Contingent:*

Lieutenant-Colonel H. Hoseason, of the Madras Staff Corps, Brigade Major of the Contingent, to be Commandant of the 1st Infantry, *vice* Major Fagan, deceased.

Major R. K. Macquoid, of the Madras Staff Corps, 2nd in Command, 5th Infantry (at present on leave), to be Brigade-Major of the Contingent, *vice* Lieutenant-Colonel Hoseason.

Captain T. T. Turton, of the Madras Staff Corps, Officiating 2nd in Command, 5th Infantry, to be 2nd in Command, 5th Infantry, *vice* Major Macquoid.



Captain H. Watson, of the Madras Staff Corps, 2nd in Command, 2nd Cavalry, to officiate as Brigade Major of the Contingent, during the absence of Major Macquoid.

No. 949 of 1867.—Second Captain D. J. Welsh, of the Royal Artillery, who has been officiating Assistant to the Inspector General of Ordnance and Magazines during the absence on leave on medical certificate, of Major J. G. Hathorn, Royal Artillery, is confirmed in that appointment with effect from the 1st October 1867—the latter Officer reverting to the executive duties of his standing as 2nd Class Commissary of Ordnance.

No. 950 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

**PUNJAB FRONTIER FORCE.**

*1st Punjab Infantry:*

Lieutenant H. Howell, of the Bengal Staff Corps, 2nd Squadron Subaltern, 15th Bengal Cavalry, to be 1st Wing Subaltern, *vice* Captain Stewart, transferred to the 1st Cavalry.

No. 951 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

**PUNJAB FRONTIER FORCE.**

*3rd Punjab Cavalry:*

Captain J. Gillespie, of the Bengal Staff Corps, 3rd Squadron Officer, 4th Punjab Cavalry, to be Officiating 2nd in Command and Squadron Officer in room of Captain A. Vivian, nominated Acting Commandant, 1st Punjab Cavalry.

No. 952 of 1867.—Assistant Apothecary Francis Samuel Cooper, of the Subordinate Medical Department, is dismissed from the service.

*The 4th October 1867.*

No. 953 of 1867.—In continuation of G. G. O. No. 892, dated 17th September 1867, the following paragraph of a Military letter from the Right Hon'ble the Secretary of State for India, No. 233, dated the 16th of August 1867, is published for general information:—

PARA. 1.—“I have to inform you that Lieutenant W. H. Collins, Royal Engineers, has been struck off the strength of the Battalions of Royal (Imperial) Engineers, serving in India, from the 10th August 1867.

No. 954 of 1867.—The undermentioned Officers are permitted to proceed to Europe on leave of absence on sick certificate:—

Lieutenant John Alexander Temple, of the Bengal Staff Corps, Assistant Commissioner, Saugor, Central Provinces	} For twenty months.
...	

Surgeon Major John Hilliard, M. D. and F. R. C. S. L., of the Medical Department	} For twenty months, under the new Regulations.
...	

No. 955 of 1867.—The undermentioned Officer has reported his return from England:—

*Date of arrival at Bombay.*

Captain (Brevet-Major) R. H. M. Aitken, v. c., of the Bengal Staff Corps, Inspector General of Police, Oudh	} 10th September 1867.
...	

No. 956 of 1867.—The following letter from the Right Honorable the Secretary of State for India, is published for general information:—

**MILITARY.**

**INDIA OFFICE,**

No. 257.

*London, 31st August 1867.*

*To His Excellency the Right Honorable the Governor General of India in Council.*

SIR,—Her Majesty has been pleased to approve of the following appointment, *viz.*, Major-General Brook Taylor, to be placed upon the Staff of the Army in the East Indies, as a Major-General, with a view to his Commanding a Division in Bengal, in succession to Major-General T. Williams, c. b., whose health will not permit him to return to India.

I have, &c.,

(Signed) STAFFORD H. NORTHCOTE.

No. 957 of 1867.—The following Resolution in the Financial Department, is published for general information:—

*Extract from the Proceedings of the Government of India in the Financial Department,—(No. 2638, dated Simla, the 20th September 1867).*

Read the following correspondence:—

Letter No. 528, dated 20th June 1867, forwarding a copy of Proceedings of the Government of Fort St. George, dated 14th June, in which it is ruled that the General Superintendent of Vaccination is entitled to retain, during absence on tour in the interior of the Presidency, the house-rent which is admissible to him at the Presidency under Financial Notification No. 2294, dated 25th April 1867.

Endorsement to the Military Department's No. 1553, dated 22nd July 1867, enquiring whether, under the rules of that Department, house-rent would be continued in a similar case during temporary absence from the Presidency.

Military Department's reply No. 400, dated 23rd August 1867, stating that, under existing rule, Presidency house-rent is given to an Officer whilst at the Presidency; but that as Officers cannot give up and re-engage houses at short notice, it is expedient to continue the house-rent during temporary absence, unless the period of absence exceeds two months, exclusive of the months of departure and return.

**RESOLUTION.**—The Governor General in Council sanctions the modification of existing rule which is proposed by the Military Department, but on the understanding that house-rent, under the modified rule, shall be continued only to those Officers in receipt of the allowance, who may certify that their previous rate of expenditure for house at the Presidency continued during their temporary absence on duty.